

RECORDATION NO. 21788

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ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

November 17, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a U.S. Security Agreement From Subsidiaries of Philip Services Corp., dated as of March 16, 1998, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Debtors: Philip Services (Delaware), L.L.C.
c/o Philip Services Corp.
100 King Street West - PO Box 2440, LCD 1
Hamilton, Ontario L8N 4J6

Luntz Corporation
237 E. Tuscarawas
Canton, Ohio 44701

Philip Metals, Inc.
2521 Chagrin Blvd
Cleveland, Ohio 44122

Secured Party: Canadian Imperial Bank of Commerce
Commerce Court West - 7
Toronto, Ontario M5L 1A2

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SURFACE TRANSPORTATION
BOARD

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Handwritten: 20521

Vernon A. Williams
November 17, 1998
Page 2

A description of the railroad equipment covered by the enclosed documents is:

all railroad equipment and leases related thereto now owned by any debtor ("Chargor") or which any Chargor may acquire at any time during the continuation of the Security Agreement.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

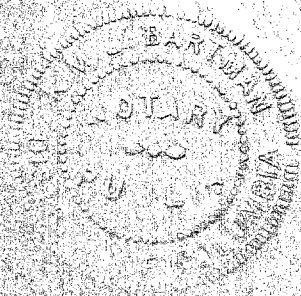
RWA/bg
Enclosures

Note: The reader's attention is directed to the fact that additional debtors ("Chargors") are identified on page 28 through 36 of the Security Agreement.

District of Columbia)
)
City of Washington) ss:

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "U.S. Security Agreement", dated as of March 16, 1998 involving CANADIAN IMPERIAL BANK OF COMMERCE, as Security Agent, is a true and complete copy of the original thereof.

Certified this 17th day of November, 1998.



Kim L. Bartman
NOTARY PUBLIC

My commission expires: 3-31-2000

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U.S. SECURITY AGREEMENT**FROM SUBSIDIARIES OF PHILIP SERVICES CORP.**

THIS SECURITY AGREEMENT is made as of March 16, 1998 by each of the Chargors (this term and other capitalized terms used in this Agreement having the respective meanings specified in Article IX) in favour of **CANADIAN IMPERIAL BANK OF COMMERCE**, as Security Agent.

A. One of the conditions to the lenders under the Existing Credit Agreement consenting to a request by Philip to exclude certain charges from the calculation of net income under the Existing Credit Agreement for certain financial covenant purposes under such agreement was that Philip and its Subsidiaries provide security to the Security Agent for the benefit of the Secured Party Beneficiaries.

B. Each of the Chargors has guaranteed certain obligations and liabilities of Philip and Philip U.S. to the Secured Party Beneficiaries.

C. In order to induce the Secured Party Beneficiaries to make or to continue to make certain financial accommodation to Philip and Philip U.S., the Chargors are willing to execute and deliver this Agreement.

D. Each Chargor will obtain benefits from financial accommodation being made, or continuing to be made, to Philip and Philip U.S. by the Secured Party Beneficiaries and, accordingly, each Chargor desires to execute this Agreement to satisfy the condition described in the preceding paragraph.

NOW, THEREFORE, in consideration of the benefits accruing to each Chargor, the receipt and sufficiency of which are hereby acknowledged, each Chargor hereby makes the following representations and warranties to the Security Agent and hereby covenants and agrees with the Security Agent.

ARTICLE I**SECURITY INTERESTS**

1.1. **Grant of Security Interests.** (a) As security for the prompt and complete payment and performance when due of all of the Liabilities of such Chargor (including the payment of any such Liabilities that would become due but for any automatic

stay under the provisions of the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or any analogous provisions of any other applicable law in Canada, the United States of America or any other jurisdiction), each Chargor does hereby assign and transfer unto the Security Agent, and does hereby pledge and grant to the Security Agent a continuing security interest of first priority in, all of the right, title and interest of such Chargor in, to and under all of the following, whether now existing or hereafter from time to time acquired: (i) each and every Receivable, (ii) all Contracts, together with all Contract Rights arising thereunder, (iii) all Inventory, (iv) all Equipment including, without limitation, all Vehicles (and the certificates of title and all registrations relating thereto), (v) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of such Chargor symbolized by the Marks, (vi) all Patents, (vii) all Copyrights, (viii) all computer programs of such Chargor and all intellectual property rights therein and all Proprietary Information and Trade Secrets of such Chargor, (ix) all other Goods, General Intangibles, Chattel Paper, Documents, Investment Property and Instruments, and (x) all Proceeds and products of any and all of the foregoing (all of the above, collectively, the "Collateral").

(b) The security interest of the Security Agent under this Agreement extends to all Collateral of the kind which is the subject of this Agreement which any Chargor may acquire at any time during the continuation of this Agreement.

1.2. Power of Attorney. Each Chargor hereby constitutes and appoints the Security Agent its true and lawful attorney, irrevocably, with full power after the occurrence of and during the continuance of a Default (in the name of such Chargor or otherwise) to act, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due or to become due to such Chargor under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Security Agent may deem to be necessary or advisable to protect the interests of the Secured Party Beneficiaries, which appointment as attorney is coupled with an interest.

ARTICLE II

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Chargor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

2.1. Necessary Filings. (a) All filings, registrations and recordings necessary or appropriate to create, preserve and perfect the security interest granted by such

Chargor to the Security Agent hereby in respect of the Collateral have been (or within 10 days after the date hereof will be) accomplished and the security interest granted to the Security Agent pursuant to this Agreement in and to the Collateral constitutes a perfected security interest therein prior to the rights of all other Persons therein and subject to no other Liens (other than as expressly permitted under the Security Agency Agreement) and is entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code or other relevant law as enacted in any relevant jurisdiction to perfected security interests, in each case to the extent that the Collateral consists of the type of property in which a security interest may be perfected by filing a financial statement under the Uniform Commercial Code as enacted in the relevant jurisdiction or in the United States Patent and Trademark Office or United States Copyright Office.

(b) (i) All certificates of title evidencing such Chargor's ownership of the Vehicles of such Chargor have been duly endorsed in favor of, and delivered to, the Security Agent and (ii) all other filings, registrations or recordings necessary or appropriate, to create, preserve, protect and perfect the security interest granted by such Chargor to the Security Agent hereby in respect of the Vehicles have been accomplished, except, in the case of both clauses (i) and (ii), to the extent arrangements have been made to make such endorsements and deliveries, filings, registrations and recordings which arrangements are satisfactory to the Security Agent in its sole discretion and, upon the completion of such endorsements and deliveries, filings, registrations and recordings, the security interest granted to the Security Agent pursuant to this Agreement in and to the Vehicles of such Chargor will constitute a first priority perfected security interest therein superior and prior to the rights of all other Persons therein and subject to no other Liens and is entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code or other relevant law as enacted in any relevant jurisdiction to perfected security interests. Notwithstanding the foregoing, such Chargor shall only be required to deliver to the Security Agent copies of such endorsed certificates of title, provided that upon the occurrence and during the continuance of a Default relative to such Chargor and at the request of the Security Agent, such Chargor shall promptly deliver to the Security Agent the originals of all such endorsed certificates of title.

2.2. No Liens. Such Chargor is, and as to Collateral acquired by it from time to time after the date hereof such Chargor will be, the owner of all Collateral pledged by it hereunder free from any Lien, security interest, encumbrance or other right, title or interest of any Person (other than as expressly permitted under the Security Agency Agreement), and such Chargor shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein (other than in connection with Liens as expressly permitted under the Security Agency Agreement) adverse to the Security Agent.

2.3. Other Financing Statements. As of the date hereof, there is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral (other than financing statements filed in respect of Liens as expressly permitted under the Security Agreement), and such Chargor will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by such Chargor or in connection with Permitted Liens.

2.4. Chief Executive Office; Records. As of the date hereof, the chief executive office of such Chargor is located at the address indicated on Annex A hereto for such Chargor. Such Chargor will not move its chief executive office except to such new location as such Chargor may establish in accordance with the last sentence of this Section 2.4. A complete set of books of account and records of such Chargor relating to the Receivables and the Contract Rights are, and will continue to be, kept at such chief executive office, at one or more of the other record locations set forth on Annex A hereto for such Chargor or at such new locations as such Chargor may establish in accordance with the last sentence of this Section 2.4. All Receivables and Contract Rights of such Chargor are, and will continue to be, maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from, the office locations described above or such new location established in accordance with the last sentence of this Section 2.4. No Chargor shall establish new locations for such offices until (i) it shall have given to the Security Agent not less than 30 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Security Agent may reasonably request and (ii) with respect to such new location, it shall have taken all action, reasonably satisfactory to the Security Agent, to maintain the security interest of the Security Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

2.5. Location of Inventory and Equipment. All Inventory and Equipment held on the date hereof by each Chargor is located at one of the locations shown on Annex B hereto for such Chargor. Each Chargor agrees that all Inventory and Equipment now held or subsequently acquired by it shall be kept at (or shall be in transport to) any one of the locations shown on Annex B hereto, or such new location as such Chargor may establish in accordance with the last sentence of this Section 2.5. Any Chargor may establish a new location for Inventory and Equipment only if (i) it shall have given to the Security Agent not less than 30 days' prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as the Security Agent may reasonably request and (ii) with respect to such new location, it shall have taken all action reasonably satisfactory to the Security Agent to maintain the security interest of the

Security Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

2.6. Recourse. This Agreement is made with full recourse to each Chargor and pursuant to and upon all the warranties, representations, covenants and agreements on the part of such Chargor contained herein and otherwise in writing in connection herewith.

2.7. Trade Names; Change of Name. As of the date hereof, no Chargor has or operates in any jurisdiction under, or in the preceding 12 months has had or has operated in any jurisdiction under, any trade names, fictitious names or other names except its legal name and such other trade or fictitious names as are listed on Annex C hereto for such Chargor. No Chargor shall change its legal name or assume or operate in any jurisdiction under any trade, fictitious or other name except those names listed on Annex C hereto for such Chargor and new names established in accordance with the last sentence of this Section 2.7. No Chargor shall assume or operate in any jurisdiction under any new trade, fictitious or other name until (i) it shall have given to the Security Agent not less than 30 days' prior written notice of its intention so to do, clearly describing such new name and the jurisdictions in which such new name shall be used and providing such other information in connection therewith as the Security Agent may reasonably request and (ii) with respect to such new name, it shall have taken all action reasonably requested by the Security Agent, to maintain the security interest of the Security Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

2.8. Location of Vehicles. All Vehicles owned on the date hereof by any Chargor are of the type and quantity, bear the vehicle identification numbers and are registered in the jurisdictions advised to the Security Agent (the "Vehicles"). Each Chargor agrees that not more than sixty (60) days after acquiring any vehicle subsequent to the date hereof, it shall (i) give the Security Agent written notice of such acquisition and provide the type(s), quantity, certificate of title number(s) and jurisdiction(s) of registration of each such Vehicle and provide such other information in connection therewith as the Security Agent may reasonably request and (ii) with respect to each subsequently acquired Vehicle, take all action reasonably satisfactory to the Security Agent to create, preserve, protect and perfect the security interest of the Collateral Agent in such Vehicle intended to be granted hereby. Each Chargor further agrees that it shall (i) not remove any Vehicle now owned or hereafter acquired from (x) with respect to Vehicles held on the date hereof, the jurisdiction in which it is registered on the date hereof or (y) with respect to Vehicles acquired after the date hereof, the jurisdiction in which such Vehicle is registered at the time of this acquisition, if the removal of such Vehicle from such jurisdiction would require the Security Agent to take any action whatsoever with respect to such Vehicle in order to maintain the security interest of the Security Agent in the Vehicle so removed at all times fully perfected and in full force and effect, unless such Chargor shall have given not less than 30 days' prior written notice to

the Security Agent of the requirement to take any such action and (ii) take all action reasonably satisfactory to the Security Agent to maintain the security interest of the Security Agent in the Vehicle so removed at all times fully perfected and in full force and effect.

ARTICLE III

SPECIAL PROVISIONS CONCERNING RECEIVABLES; CONTRACT RIGHTS; INSTRUMENTS

3.1. Additional Representations and Warranties. As of the time when each of its Receivables arises, each Chargor shall be deemed to have represented and warranted that such Receivable, and all records, papers and documents relating thereto (if any) are what they purport to be and that all papers and documents (if any) relating thereto (i) will represent the genuine, legal, valid and binding obligation of the account debtor evidencing indebtedness unpaid and owed by the respective account debtor arising out of the performance of labor or services or the sale or lease and delivery of the merchandise listed therein, or both, (ii) will be the only original writings evidencing and embodying such obligation of the account debtor named therein (other than copies created for general accounting purposes), (iii) will evidence true and valid obligations of the account debtor, enforceable in accordance with their respective terms and (iv) will be in compliance and will conform in all material respects with all applicable federal, state and local laws and applicable laws of any relevant foreign jurisdiction, except where the failure to so comply and confirm could not reasonably be expected to have a material adverse effect on the validity or enforceability of any such Receivables.

3.2. Maintenance of Records. Each Chargor will keep and maintain at its own cost and expense, records of its Receivables and Contracts and such Chargor will make the same available on such Chargor's premises to the Security Agent for inspection, at such Chargor's own cost and expense, at any and all reasonable times upon reasonable prior notice to such Chargor. Upon the occurrence and during the continuance of a Default relative to any Chargor, and at the reasonable request of the Security Agent, such Chargor shall, at its own cost and expense, deliver all tangible evidence of its Receivables and Contract Rights (including, without limitation, all documents evidencing the Receivables and all Contracts) and such books and records to the Security Agent or to its representatives (copies of which evidence and books and records may be retained by such Chargor). If the Security Agent so directs, upon the occurrence and during the continuance of a Default relative to any Chargor, such Chargor shall legend, in form and manner reasonably satisfactory to the Security Agent, the Receivables and the Contracts, as well as books, records and documents of such Chargor evidencing or pertaining to such Receivables and Contracts with an appropriate reference to the fact that such Receivables and Contracts have

been assigned to the Security Agent and that the Security Agent has a security interest therein.

3.3. Direction to Account Debtors; Contracting Parties; etc. Upon the occurrence and during the continuance of a Default relative to any Chargor, and if the Security Agent so directs such Chargor, such Chargor agrees (x) to cause all payments on account of the Receivables and Contracts to be made directly to the Security Agent to be held as additional Collateral hereunder, (y) that the Security Agent may, at its option, directly notify the obligors with respect to any Receivables and/or under any Contracts to make payments with respect thereto as provided in preceding clause (x) and (z) that the Security Agent may enforce collection of any such Receivables and Contracts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as such Chargor. Without notice to or assent by any Chargor, the Security Agent may apply any or all amounts so paid to the Security Agent in the manner provided in Section 7.4 of this Agreement. The reasonable costs and expenses (including reasonable attorneys' fees) of collection, whether incurred by the relevant Chargor or the Security Agent, shall be borne by the relevant Chargor. The Security Agent shall deliver a copy of each notice referred to in the preceding clause (y) to the relevant Chargor; provided, that the failure by the Security Agent to so notify such Chargor shall not affect the effectiveness of such notice or the other rights of the Security Agent created by this Section 3.3.

3.4. Modification of Terms; etc. No Chargor shall rescind or cancel any indebtedness evidenced by any Receivable or under any Contract, or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any material dispute, claim, suit or legal proceeding relating thereto, or sell any Receivable or Contract, or interest therein, without the prior written consent of the Security Agent, except as permitted by Section 3.5 hereof. Each Chargor will duly fulfill all obligations on its part to be fulfilled under or in connection with the Receivables and Contracts and will do nothing to impair the rights of the Security Agent in the Receivables or Contracts.

3.5. Collection. Each Chargor shall endeavor in accordance with reasonable business practices to cause to be collected from the account debtor named in each of its Receivables or obligor under any Contract, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of such Receivable or Contract, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable or under such Contract, except that, prior to the occurrence of a Default, any Chargor may allow in the ordinary course of business as adjustments to amounts owing under its Receivables and Contracts (i) an extension or renewal of the time or times of payment, or settlement for less than the total

unpaid balance, which such Chargor finds appropriate in accordance with reasonable business judgment and (ii) a refund or credit due as a result of returned or damaged merchandise or improperly performed services or for other reasons which such Chargor finds appropriate in accordance with reasonable business judgment. The reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of collection, whether incurred by a Chargor or the Security Agent, shall be borne by the relevant Chargor.

3.6. Instruments. If any Chargor owns or acquires any Instrument constituting Collateral, such Chargor will within 10 Business Days notify the Security Agent thereof, and upon request by the Security Agent will promptly deliver such Instrument to the Security Agent appropriately endorsed to the order of the Security Agent as further security hereunder.

3.7 Further Actions. Each Chargor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Security Agent from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to its Receivables, Contracts, Instruments and other property or rights covered by the security interest hereby granted, as the Security Agent may reasonably require.

ARTICLE IV

SPECIAL PROVISIONS CONCERNING TRADEMARKS

4.1. Additional Representations and Warranties. Each Chargor represents and warrants that, as of the date hereof, it is the true and lawful owner of all right, title and interest to, or otherwise has the right to use the registered Marks listed in Annex D hereto for such Chargor and that said listed Marks constitute all the marks and applications for marks registered in the United States Patent and Trademark Office that such Chargor presently owns or uses in connection with its business. Each Chargor represents and warrants that it owns, is licensed to use or otherwise has the right to use all material Marks that it uses. Each Chargor further warrants that it has no actual knowledge of any third party claim that any aspect of such Chargor's present or contemplated business operations infringes or will infringe any trademark, service mark or trade name. Each Chargor represents and warrants that it is the beneficial and record owner of all trademark registrations and applications listed in Annex D hereto for such Chargor and that said registrations are valid and subsisting, and that such Chargor is not aware of any third-party claim that any of said registrations in respect of any Mark is invalid or unenforceable. Each Chargor hereby grants to the Security Agent an absolute power of attorney to sign, upon the

occurrence and during the continuance of a Default relative to such Chargor, any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest of such Chargor in each Mark, and record the same.

4.2. Infringements. Each Chargor agrees, promptly upon learning thereof, to notify the Security Agent in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who such Chargor believes is infringing or diluting or otherwise violating in any material respect any of such Chargor's rights in and to any Mark, or with respect to any party, which such Chargor has actual knowledge, claiming that such Chargor's use of any Mark violates in any material respect any property right of that party. Each Chargor further agrees, unless otherwise agreed by the Security Agent, to prosecute any Person infringing any Mark in accordance with reasonable business practices.

4.3. Preservation of Marks. Each Chargor agrees to use its Marks in interstate commerce during the time in which this Agreement is in effect, sufficiently to preserve such Marks as trademarks or service marks under the laws of the United States and any other applicable law; provided, that no Chargor shall be obligated to preserve any Mark in the event such Chargor determines, in its reasonable business judgment, that the preservation of such Mark is no longer desirable in the conduct of its business.

4.4. Maintenance of Registration. Each Chargor shall, at its own expense, diligently process all documents required by the Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq. to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office for all of its registered Marks pursuant to 15 U.S.C. §§ 1058(a), 1059 and 1065, and shall pay all fees and disbursements in connection therewith and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without prior written consent of the Security Agent; provided, that no Chargor shall be obligated to maintain any Mark in the event that such Chargor determines, in its reasonable business judgment, that the maintenance of such Mark is no longer necessary or desirable in the conduct of its business.

4.5. Future Registered Marks. If any Mark registration issues hereafter to any Chargor as a result of any application now or hereafter pending before the United States Patent and Trademark Office, within 60 Business Days of receipt of such certificate, such Chargor shall deliver to the Security Agent a copy of such certificate, and an assignment for security in such Mark, to the Security Agent and at the expense of such Chargor, confirming the assignment for security in such Mark to the Security Agent hereunder, the form of such

security to be substantially the same as the form hereof or in such other form as may be reasonably satisfactory to the Security Agent.

4.6. Remedies. If a Default relative to any Chargor shall occur and be continuing, the Security Agent may take any or all of the following actions: (i) declare the entire right, title and interest of such Chargor in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested in the Security Agent, in which event such rights, title and interest shall immediately vest, in the Security Agent, and the Security Agent shall be entitled to exercise the power of attorney referred to in Section 4.1 hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency; (ii) take and use or sell the Marks and the goodwill of such Chargor's business symbolized by the Marks and the right to carry on the business and use the assets of such Chargor in connection with which the Marks have been used; and (iii) direct such Chargor to refrain, in which event such Chargor shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Security Agent, change such Chargor's corporate name to eliminate therefrom any use of any Mark and execute such other and further documents that the Security Agent may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office to the Security Agent.

ARTICLE V

SPECIAL PROVISIONS CONCERNING PATENTS, COPYRIGHTS AND TRADE SECRETS

5.1. Additional Representations and Warranties. Each Chargor represents and warrants that it is the true and lawful owner of all rights in (i) all Trade Secrets and Proprietary Information necessary to operate the business of such Chargor, (ii) the Patents listed in Annex E hereto for such Chargor and that said Patents constitute all the patents and applications for patents that such Chargor owns and (iii) the Copyrights listed in Annex F hereto for such Chargor and that said Copyrights constitute all registrations of copyrights and applications for copyright registrations that such Chargor owns. Each Chargor further warrants that it has no actual knowledge of any third party claim that any aspect of such Chargor's present or contemplated business operations infringes or will infringe any patent or any copyright or that such Chargor has misappropriated any Trade Secret or Proprietary Information. Each Chargor hereby grants to the Security Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of a Default relative to such Chargor, any document which may be required by the United States Patent and Trademark Office or the United States Copyright Office in order to effect an absolute assignment of all

right, title and interest of such Chargor in each Patent and Copyright, and to record the same.

5.2. Infringements. Each Chargor agrees, promptly upon learning thereof, to furnish the Security Agent in writing with all pertinent information available to such Chargor with respect to any infringement, contributing infringement or active inducement to infringe in any material respect any Patent or Copyright or to any claim that the practice of any Patent or the use of any Copyright violates in any material respect any property right of a third party, or with respect to any misappropriation of any Trade Secret Right or any claim that practice of any Trade Secret Right violates in any material respect any property right of a third party. Each Chargor further agrees, to the extent consistent with reasonable business practices, to prosecute any Person infringing any Patent or Copyright or any Person misappropriating any Trade Secret Right.

5.3. Maintenance of Patents. At its own expense, each Chargor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. § 41 to maintain in force rights under each Patent, absent prior written consent of the Security Agent; provided, that no Chargor shall be obligated to maintain any Patent in the event such Chargor determines, in its reasonable business judgment, that the maintenance of such Patent is no longer necessary or desirable in the conduct of its business.

5.4. Prosecution of Patent Application. At its own expense, each Chargor shall diligently prosecute all applications for Patents for such Chargor and shall not abandon any such application prior to exhaustion of all administrative and judicial remedies, absent written consent of the Security Agent; provided, that no Chargor shall be obligated to prosecute any application in the event such Chargor determines, in its reasonable business judgment, that the prosecuting of such application is no longer necessary or desirable in the conduct of its business.

5.5. Other Patents and Copyrights. Within 30 Business Days of the acquisition or issuance of a Patent, registration of a Copyright, or acquisition of a registered copyright, the relevant Chargor shall deliver to the Security Agent a copy of said Copyright or certificate or registration of said patents, as the case may be, with an assignment for security as to such Patent or Copyright, as the case may be, to the Security Agent and at the expense of such Chargor, confirming the assignment for security, the form of such assignment for security to be substantially the same as the form of Annex G or Annex H hereof or in such other form as may be reasonably satisfactory to the Security Agent.

5.6. Remedies. If a Default relative to any Chargor shall occur and be continuing, the Security Agent may take any or all of the following actions: (i) declare the entire right, title, and interest of such Chargor in each of the Patents and Copyrights vested

in the Security Agent, in which event such right, title, and interest shall immediately vest in the Security Agent, in which case the Security Agent shall be entitled to exercise the power of attorney referred to in Section 5.1 hereof to execute, cause to be acknowledged and notarized and to record said absolute assignment with the applicable agency; (ii) take and practice or sell the Patents and Copyrights; and (iii) direct such Chargor to refrain, in which event such Chargor shall refrain, from practising the Patents and using the Copyrights directly or indirectly, and such Chargor shall execute such other and further documents as the Security Agent may request further to confirm this and to transfer ownership of the Patents and Copyrights to the Security Agent.

ARTICLE VI

PROVISIONS CONCERNING ALL COLLATERAL

6.1. Protection of Security Agent's Security. Each Chargor will at all times keep its Inventory and Equipment insured in favor of the Security Agent, at such Chargor's own expense to the extent and in the manner provided in the Secured Credit Documents; all policies or certificates with respect to such insurance (and any other insurance maintained by such Chargor) (i) shall be endorsed to the Security Agent's reasonable satisfaction for the benefit of the Security Agent (including, without limitation, by naming the Security Agent as additional insured and loss payee) and (ii) shall state that such insurance policies shall not be cancelled without 30 days' prior written notice thereof by the insurer to the Security Agent; and certified copies of such policies or certificates with respect thereto shall be deposited with the Security Agent. If any Chargor shall fail to insure its Inventory and Equipment in accordance with the preceding sentence, or if any Chargor shall fail to so endorse and deposit all policies or certificates with respect thereto, the Security Agent shall have the right (but shall be under no obligation), upon prior written notice to such Chargor, to procure such insurance and such Chargor agrees to promptly reimburse the Security Agent for all reasonable costs and expenses of procuring such insurance. Each Chargor assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of such Chargor to pay the Liabilities shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Chargor.

6.2. Further Actions. Each Chargor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Security Agent from time to time such lists, descriptions and designations of its Collateral, warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further

steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which the Security Agent deems reasonably appropriate or advisable to perfect, preserve or protect its security interest in the Collateral.

6.3. Financing Statements. Each Chargor agrees to execute and deliver to the Security Agent such financing statements, in form reasonably acceptable to the Security Agent, as the Security Agent may from time to time reasonably request or as are necessary or desirable in the reasonable opinion of the Security Agent to establish and maintain a valid, enforceable, first priority perfected security interest in the Collateral as provided herein and the other rights and security contemplated hereby all in accordance with the UCC as enacted in any and all relevant jurisdictions or any other relevant law. Each Chargor will pay any applicable filing fees, recordation taxes and related expenses relating to its Collateral. Each Chargor hereby authorizes the Security Agent to file any such financing statements without the signature of such Chargor where permitted by law.

ARTICLE VII

REMEDIES UPON OCCURRENCE OF DEFAULT

7.1. Remedies; Obtaining the Collateral Upon Default. Each Chargor agrees that, if a Default relative to such Chargor shall have occurred and be continuing, then and in every such case, the Security Agent, in addition to any rights now or hereafter existing under applicable law, shall have all rights as a secured creditor under the UCC in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Collateral of such Chargor or any part thereof, from such Chargor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon such Chargor's premises where any of the Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of such Chargor;

(ii) instruct the obligor or obligors on any agreement, instrument or other obligation (including, without limitation, the Receivables and the Contracts) constituting the Collateral of such Chargor to make any payment required by the terms of such agreement, instrument or other obligation directly to the Security Agent;

(iii) withdraw all monies, securities and instruments in any cash collateral account for application to the Liabilities of such Chargor in accordance with Section 7.4 hereof;

(iv) sell, assign or otherwise liquidate any or all of the Collateral of such Chargor or any part thereof in accordance with Section 7.2 hereof, or direct such Chargor to sell, assign or otherwise liquidate any or all of the Collateral of such Chargor or any part thereof, and, in each case, take possession of the proceeds of any such sale or liquidation;

(v) take possession of the Collateral of such Chargor or any part thereof, by directing such Chargor in writing to deliver the same to the Security Agent at any place or places designated by the Security Agent, in which event such Chargor shall at its own expense:

(x) forthwith cause the same to be moved to the place or places so designated by the Security Agent and there delivered to the Security Agent;

(y) store and keep any Collateral so delivered to the Security Agent at such place or places pending further action by the Security Agent as provided in Section 7.2 hereof; and

(z) while the Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition; and

(vi) license or sublicense, whether on an exclusive or nonexclusive basis, any Marks, Patents or Copyrights included in the Collateral for such term and on such conditions and in such manner as the Security Agent shall in its sole judgment determine;

it being understood that each Chargor's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Security Agent shall be entitled to a decree requiring specific performance by such Chargor of said obligation. The Secured Party Beneficiaries agree that this Agreement may be enforced only by the action of the Security Agent and that no other Secured Party Beneficiary shall have any right individually to seek to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Security Agent for the benefit of the Secured Party Beneficiaries upon the terms of this Agreement.

7.2. Remedies; Disposition of the Collateral. Any Collateral repossessed by the Security Agent under or pursuant to Section 7.1 hereof and any other Collateral whether or not so repossessed by the Security Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Security Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Security Agent or after any overhaul or repair at the expense of the relevant Chargor which the Security Agent shall determine to be commercially reasonable. Any such disposition which shall be pursuant to a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 Business Days' written notice to the relevant Chargor specifying the time at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for the 10 Business Days after the giving of such notice, to the right of the relevant Chargor or any nominee of such Chargor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to the relevant Chargor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the Security Agent's option, be subject to reserve), after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the City of New York. To the extent permitted by any such requirement of law, the Security Agent may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to the relevant Chargor. If, under mandatory requirements of applicable law, the Security Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the relevant Chargor as hereinabove specified, the Security Agent need give such Chargor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

7.3. Waiver of Claims. Except as otherwise provided in this Agreement, **EACH CHARGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE SECURITY AGENT'S TAKING POSSESSION OR THE SECURITY AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY**

PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH SUCH CHARGOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, and each Chargor hereby further waives, to the extent permitted by law:

(i) all damages occasioned by such taking of possession except any damages which are the direct result of the Security Agent's gross negligence or wilful misconduct;

(ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Security Agent's rights hereunder; and

(iii) all rights of redemption, appraisalment, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof, and each Chargor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the relevant Chargor therein and thereto, and shall be a perpetual bar both at law and in equity against such Chargor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under such Chargor.

7.4. Application of Proceeds. (a) All Proceeds of Collateral of any Chargor received by the Security Agent may be applied to discharge or satisfy any expenses (including expenses of enforcing the Security Agent's rights against such Chargor under this Agreement), Liens over the Collateral of such Chargor in favour of Persons other than the Security Agent, borrowings, taxes and other outgoings affecting the Collateral of such Chargor or which are considered advisable by the Security Agent to protect, preserve, repair, process, maintain or enhance the Collateral of such Chargor or prepare it for sale, lease or other disposition, or to keep in good standing any Liens on the Collateral of such Chargor ranking in priority to any of the security interests from such Chargor, or to sell, lease or otherwise dispose of the Collateral of such Chargor. The balance of such Proceeds may, at the sole discretion of the Security Agent, be held as security for the Liabilities of such Chargor or be applied to such of the Liabilities of such Chargor (whether or not the same are

due and payable) in such manner and at such times as the Security Agent considers appropriate (including in such manner as may be required to comply with any priority, subordination or security sharing arrangements between any one or more of the Secured Party Beneficiaries) and thereafter will be accounted for as required by law.

(b) It is understood and agreed that the Chargors shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral hereunder and the aggregate amount of the sums referred to in Section 7.4(a) hereof.

7.5. Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Security Agent shall be in addition to every other right, power and remedy specifically given under this Agreement, the Security Agency Agreement, the other Secured Credit Documents or now or hereafter existing at law, in equity or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Security Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Security Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Liabilities shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or an acquiescence therein. No notice to or demand on any Chargor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Security Agent to any other or further action in any circumstances without notice or demand. In the event that the Security Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Security Agent may recover reasonable expenses, including reasonable attorneys' fees, and the amounts thereof shall be included in such judgment.

7.6. Discontinuance of Proceedings. In case the Security Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Security Agent, then and in every such case the relevant Chargor, the Security Agent and each holder of any of the Liabilities shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of the Security Agent shall continue as if no such proceeding had been instituted.

ARTICLE VIII

INDEMNITY

8.1. Indemnity. (a) Each Chargor jointly and severally agrees to indemnify, reimburse and hold the Security Agent, each other Secured Party Beneficiary and their respective successors, permitted assigns, employees, agents and servants (hereinafter in this Section 8.1 referred to individually as "**Indemnatee**", and collectively as "**Indemnitees**") harmless from any and all losses, liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all reasonable costs, expenses or disbursements (including reasonable attorneys' fees and expenses) (for the purposes of this Section 8.1 the foregoing are collectively called "**expenses**") of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement, any other Secured Credit Document or any other document executed in connection herewith or therewith or in any other way connected with the administration of the transactions contemplated hereby or thereby or the enforcement of any of the terms of, or the preservation of any rights under any thereof, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Collateral (including, without limitation, latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnatee), or property damage), or contract claim; provided that no Indemnatee shall be indemnified pursuant to this Section 8.1(a) for losses, damages or liabilities to the extent caused by the gross negligence or wilful misconduct of such Indemnatee. Each Chargor agrees that upon written notice by any Indemnatee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, suit or judgment, the relevant Chargor shall assume full responsibility for the defense thereof. Each Indemnatee agrees to use its best efforts to promptly notify the relevant Chargor of any such assertion of which such Indemnatee has knowledge.

(b) Without limiting the application of Section 8.1(a) hereof, each Chargor agrees, jointly and severally, to pay, or reimburse the Security Agent for any and all reasonable fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Security Agent's Liens on, and security interest in, the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other reasonable fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Security Agent's interest therein,

whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(c) If and to the extent that the obligations of any Chargor under this Section 8.1 are unenforceable for any reason, such Chargor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

8.2. Indemnity Liabilities Secured by Collateral; Survival. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Liabilities secured by the Collateral. The indemnity obligations of each Chargor contained in this Article VIII shall continue in full force and effect notwithstanding the full payment of all of the other Liabilities and notwithstanding the discharge thereof.

ARTICLE IX

DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings given to such terms in the Security Agency Agreement and the following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Agreement" shall mean this Security Agreement as the same may be modified, supplemented or amended from time to time in accordance with its terms.

"Chattel Paper" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Chargors" shall mean the signatories to this Agreement other than the Security Agent together with each other Person which from time to time becomes a Chargor under this Agreement by executing and delivering to the Security Agent a Supplement to this Agreement as provided for in Section 10.11 of this Agreement, and "Chargor" shall mean any of the Chargors.

"Collateral" shall have the meaning provided in Section 1.1(a) of this Agreement.

"Contract Rights" shall mean all rights of any Chargor (including, without limitation, all rights to payment) under each Contract.

"Contracts" shall mean all contracts between any Chargor and one or more additional parties, but excluding any contract to the extent that the terms thereof prohibit the assignment of, or granting a security interest in, such contract (it being understood and agreed, however, that notwithstanding the foregoing, all rights to payment for money due or to become due pursuant to any such excluded Contract shall be subject to the security interests created pursuant to this Agreement).

"Copyrights" shall mean any United States or foreign copyright owned (or subject to the rights of ownership) by any Chargor, including any registrations of any copyright, in the United States Copyright Office or the equivalent thereof in any foreign country, as well as any application for a copyright registration now or hereafter made with the United States Copyright Office or the equivalent thereof in any foreign country by any Chargor.

"Default" shall mean, relative to any Chargor, a default by such Chargor in the payment or performance of any of such Chargor's Liabilities.

"Documents" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Chargor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Chargor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Goods" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Indemnatee" shall have the meaning provided in Section 8.1 of this Agreement.

"Instrument" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Inventory" shall mean merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in manufacturing, processing, packaging or shipping same, in all stages of production -- from raw materials through work-in-process to finished goods -- and all products and proceeds of whatever sort and wherever located and any portion thereof which may be returned, rejected, reclaimed or repossessed by the Security Agent from any Chargor's customers, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Chargor.

"Liabilities" shall mean, relative to any Chargor, all present and future indebtedness, liabilities and obligations of any kind, nature or description whatsoever (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured and, for greater certainty, including interest that, but for any filing made relative to such Chargor under the provisions of any applicable bankruptcy or insolvency statute, would accrue on any such indebtedness, liabilities and obligations) of such Chargor to each of the Security Agent and the other Secured Party Beneficiaries under, in connection with or with respect to each of the Philip Guarantee, this Agreement and any other security delivered by such Chargor to the Security Agent with respect to the Philip Guarantee, and any unpaid balance thereof.

"Liens" shall mean any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor's interest in a financing lease or analogous instrument, in, of, or on any Chargor's property.

"Marks" shall mean any United States or foreign trademarks, service marks and trade names now owned, subject to a right of ownership or hereafter acquired by any Chargor, including any registration of, or application for, any trademarks and service marks in the United States Patent and Trademark Office or the equivalent thereof in any foreign country, and any trade dress including logos and/or designs used by any Chargor in the United States or any foreign country.

"Patents" shall mean any United States or foreign patent owned, subject to a right of ownership by or hereafter acquired by any Chargor and any divisions, continuations, reissues, reexaminations, extensions or renewals thereof, as well as any application for a United States or foreign patent now or hereafter made by any Chargor or subject to a right of ownership in such Chargor.

"Philip" shall mean Philip Services Corp., together with its successors by amalgamation, merger or otherwise.

"Philip Guarantee" shall mean any or all of (a) the guarantee dated as of March 16, 1998 from certain Persons including the Chargors in favour of the Security Agent, under which such Persons have guaranteed to the Security Agent for the benefit of the Secured Party Beneficiaries the due payment and performance by each of Philip, Philip U.S. and the Confirmed Debtors (as defined in such guarantee) of all of the present and future indebtedness, obligations and liabilities of such Person more specifically referred to therein, as such guarantee may from time to time be supplemented, amended, restated, consolidated or replaced (including any supplement pursuant to which any additional Person has become a guarantor under such guarantee and any confirmation under which any additional Person has become a Secured Party Beneficiary under such guarantee or any additional Person has become a Confirmed Debtor under such guarantee or one or more additional documents have been guaranteed under such guarantee), and (b) each other Guarantee (as defined in the Security Agency Agreement).

"Philip U.S." shall mean Philip Services (Delaware), Inc., together with its successors by amalgamation, merger or otherwise.

"Proceeds" shall have the meaning provided in the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Security Agent or any Chargor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to any Chargor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Proprietary Information" means all information and know-how worldwide, including, without limitation, technical data, manufacturing data, research and development data, manufacturing data, research and development data, data relating to compositions, processes and formulations, manufacturing and production know-how and experience, management know-how, training programs, manufacturing, engineering and other drawings, specifications, performance criteria, operating instructions, maintenance manuals, technology, technical information, software, engineering and computer data and databases, design and engineering specifications, catalogs, promotional literature and financial, business and marketing plans, inventions and invention disclosures.

"Receivables" shall mean any "account" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Chargor and, in any event, shall include, but shall not be limited to, all of such Chargor's rights to payment for goods sold or leased or services performed by such Chargor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by such Chargor to secure the foregoing, (b) all of any Chargor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto and (h) all other writings related in any way to the foregoing.

"Secured Credit Documents" shall have the meaning specified in the Philip Guarantee.

"Secured Party Beneficiaries" shall have the meaning specified in the Philip Guarantee.

"Security Agency Agreement" shall mean the security agency agreement dated as of March 16, 1998 between Philip, Philip U.S., the Security Agent and Canadian Imperial Bank of Commerce, as administrative agent for a syndicate of lenders to Philip and Philip U.S., as such agreement may from time to time be supplemented, amended, restated, consolidated or replaced.

"Supplement" shall have the meaning specified in Section 10.11 hereof.

"Trade Secrets" means any secretly held existing engineering and other data, information, production procedures and other know-how relating to the design, manufacture, assembly, installation, use, operation, marketing, sale and servicing of any products or business of any Chargor worldwide whether written or not written.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the State of New York.

"Vehicles" shall have the meaning specified in Section 2.8.

ARTICLE X

MISCELLANEOUS

10.1. Notices. Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, addressed as follows:

- (a) if to any Chargor:

c/o Philip Services Corp.
100 King Street West
P.O. Box 2440, LCD 1
Hamilton, Ontario
L8N 4J6

Facsimile No.: (905) 521-9160

- (b) if to the Security Agent:

Canadian Imperial Bank of Commerce
Commerce Court West - 7
Toronto, Ontario
M5L 1A2

Facsimile No.: (416) 980-5151

or at such other address as shall have been furnished in writing by any Person described above to the party required to give notice hereunder.

10.2. Waiver; Amendment. No provision of this Agreement may be changed, discharged or terminated except with the written consent of each Chargor directly affected thereby and the written consent of the Security Agent. This Agreement shall be construed as a separate agreement with respect to each Chargor and, subject to the first sentence of this Section, may be amended, modified, supplemented, waived or released with respect to any Chargor, or any representations, agreements, contracts, indemnities, Liabilities or Collateral

of, or any security interests from, any Chargor, without the approval of any other Chargor and without affecting the liabilities or obligations of any other Chargor under this Agreement.

10.3. Liabilities Absolute. The obligations of each Chargor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of such Chargor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement or any other Secured Credit Document; or (c) any amendment to or modification of any Secured Credit Document or any security for any of the Liabilities; whether or not any Chargor shall have notice or knowledge of any of the foregoing.

10.4. Successors and Assigns. This Agreement shall be binding upon each Chargor and its successors and assigns and shall inure to the benefit of the Security Agent and the Secured Party Beneficiaries and their respective successors and assigns. All agreements, statements, representations and warranties made by each Chargor herein or in any certificate or other instrument delivered by such Chargor or on its behalf under this Agreement shall be considered to have been relied upon by the Secured Party Beneficiaries and shall survive the execution and delivery of this Agreement and the other Secured Credit Documents regardless of any investigation made by the Secured Party Beneficiaries or on their behalf.

10.5. Headings Descriptive. The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

10.6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

10.7. Chargor's Duties. It is expressly agreed, anything herein contained to the contrary notwithstanding, that each Chargor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Collateral and the Security Agent shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor shall the Security Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Chargor under or with respect to any Collateral.

10.8. Release of Chargors. Promptly following any release of any Chargor from all of its Liabilities (including any such release effected by the operation of an express provision of the Philip Guarantee providing for the release of such Liabilities in specified circumstances), the Security Agent, without affecting in any manner whatsoever any of the Liabilities of any other Chargor or any of the security interests created by this Agreement over the Collateral of any other Chargor, will release such Chargor and the Collateral of such Chargor then subject to the security interests created by this Agreement from this Agreement and from the security interests created by this Agreement. Upon such release, and at the request and expense of such Chargor, the Security Agent shall execute and deliver to such Chargor such releases and discharges as such Chargor may reasonably request.

10.9. Counterparts and Facsimile. This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any Chargor by facsimile transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Chargor.

10.10. The Security Agent. The Security Agent will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. It is expressly understood and agreed that the obligations of the Security Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Agreement, are only those expressly set forth in this Agreement. The Security Agent shall act hereunder on the terms and conditions set forth in this Agreement.

10.11. Additional Chargors. Additional Persons who have become guarantors under the Philip Guarantee in accordance with the terms of such guarantee may from time to time after the date of this Agreement become Chargors under this Agreement by executing and delivering to the Security Agent a supplemental agreement (a "Supplement") to this Agreement in substantially the form attached as Annex I to this Agreement. Effective from and after the date of the execution and delivery by any Person to the Security Agent of a Supplement:

- (a) such Person shall be, and shall be deemed for all purposes to be, a Chargor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and security interests, as if such Person had been an original signatory to this Agreement as a Chargor; and
- (b) all Collateral of such Person shall be, and shall be deemed for all purposes to be, "Collateral" of such Person for the purposes of this Agreement and subject

to security interests from such Person in accordance with the provisions of this Agreement as security for the due payment and performance of the "Liabilities" of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Chargor and all of the liabilities and obligations of each Chargor under this Agreement, and all security interests of each Chargor, shall remain in full force and effect notwithstanding the addition of any new Chargor to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Security Agent**

by: _____

name:

title:

PHILIP SERVICES (DELAWARE), L.L.C.

by: _____

name: Marlys Palumbo

title: Authorized Signatory

by: _____

name: Suzanne Fails

title: Authorized Signatory

(signatures continued on the next following page)

(signatures continued from the preceding page)

LUNTZ CORPORATION

**LUNTZ ACQUISITION (DELAWARE)
CORPORATION**

**21ST CENTURY ENVIRONMENTAL
MANAGEMENT, INC.**

**21ST CENTURY ENVIRONMENTAL
MANAGEMENT, INC. OF NEVADA**

**21ST CENTURY ENVIRONMENTAL
MANAGEMENT, INC. OF PUERTO RICO**

**21ST CENTURY ENVIRONMENTAL
MANAGEMENT OF RHODE ISLAND**

**CHEMICAL POLLUTION CONTROL, INC.
OF FLORIDA - A 21ST CENTURY
ENVIRONMENTAL MANAGEMENT
COMPANY**

**CHEMICAL POLLUTION CONTROL, INC.
OF NEW YORK - A 21ST CENTURY
ENVIRONMENTAL MANAGEMENT
COMPANY**

NORTHLAND ENVIRONMENTAL, INC.

**RESI ACQUISITION (DELAWARE)
CORPORATION**

CHEM-FREIGHT, INC.

**REPUBLIC ENVIRONMENTAL
RECYCLING (NEW JERSEY), INC.**

(signatures continued on the next following page)

(signatures continued from the preceding page)

**REPUBLIC ENVIRONMENTAL SYSTEMS
(PENNSYLVANIA), INC.**

**REPUBLIC ENVIRONMENTAL SYSTEMS
(TECHNICAL SERVICES GROUP), INC.**

**REPUBLIC ENVIRONMENTAL SYSTEMS
(TRANSPORTATION GROUP), INC.**

**COUSINS WASTE CONTROL
CORPORATION**

D& L, INC.

INTERMETCO U.S., INC.

BUTCO, INC.

ALLTIFT, INC.

INTERMETCO U.S.A. LTD.

GEORGIA TUBULAR PRODUCTS, INC.

NORTRU, INC.

ALLWORTH, INC.

**CHEMICAL RECLAMATION SERVICES,
INC.**

MEKLO, INCORPORATED

**SOUTHEAST ENVIRONMENTAL SERVICES
COMPANY, INC.**

(signatures continued on the next following page)

(signatures continued from the preceding page)

CYANOKEM INC.

RHO-CHEM CORPORATION

THERMALKEM INC.

PEN METALS (DELAWARE), INC.

**PHILIP ENVIRONMENTAL OF IDAHO
CORPORATION**

**PHILIP ENVIRONMENTAL (WASHINGTON)
INC.**

BURLINGTON ENVIRONMENTAL INC.
(Delaware)

BURLINGTON ENVIRONMENTAL INC.
(Washington)

RESOURCE RECOVERY CORPORATION

TERMCO CORPORATION

**GASOLINE TANK SERVICE COMPANY,
INC.**

UNITED DRAIN OIL SERVICE, INC.

**PHILIP ENVIRONMENTAL SERVICES
CORPORATION**

SOLVENT RECOVERY CORPORATION

(signatures continued on the next following page)

(signatures continued from the preceding page)

**PHILIP INDUSTRIAL SERVICES (USA),
INC.**

**PHILIP INDUSTRIAL SERVICES GROUP,
INC.**

ALRC, INC.

APLC, INC.

**ALLWASTE ASBESTOS ABATEMENT
HOLDINGS, INC.**

ALLWASTE ASBESTOS ABATEMENT, INC.

**ALLWASTE ASBESTOS ABATEMENT OF
NEW ENGLAND, INC.**

ONEIDA ASBESTOS REMOVAL , INC.

ONEIDA ASBESTOS ABATEMENT INC.

**ALLWASTE ENVIRONMENTAL SERVICES,
INC.**

**ACE/ALLWASTE ENVIRONMENTAL
SERVICES OF INDIANA, INC.**

ALL SAFETY AND SUPPLY, INC.

PHILIP SCAFFOLD CORPORATION

ALLSCAFF, INC.

**ALLWASTE ENVIRONMENTAL
SERVICES/NORTH CENTRAL, INC.**

(signatures continued on the next following page)

(signatures continued from the preceding page)

PHILIP SERVICES/OHIO, INC.

**PHILIP WEST INDUSTRIAL SERVICES,
INC.**

**PHILIP TRANSPORTATION AND
REMEDICATION, INC.**

PHILIP SERVICES/SOUTH CENTRAL, INC.

PHILIP SERVICES/SOUTHWEST, INC.

PHILIP SERVICES HAWAII, LTD.

**ALLWASTE SERVICES OF CHARLOTTE,
INC.**

ALLWASTE TEXQUISITION, INC.

CALIGO LTD.

**INDUSTRIAL CONSTRUCTION SERVICES
COMPANY, INC.**

J.D. MEAGHER/ALLWASTE, INC.

JAMES & LUTHER SERVICES, INC.

JESCO INDUSTRIAL SERVICES, INC.

PHILIP OIL RECYCLING, INC.

**PHILIP INDUSTRIAL SERVICES OF
TEXAS, INC.**

PHILIP SERVICES/LOUISIANA, INC.

(signatures continued on the next following page)

(signatures continued from the preceding page)

PHILIP MID-ATLANTIC, INC.

PHILIP SERVICES/MISSOURI, INC.

PHILIP SERVICES/MOBILE, INC.

**PHILIP SERVICES/NORTH ATLANTIC,
INC.**

PHILIP SERVICES/NORTH CENTRAL, INC.

PHILIP SERVICES/OKLAHOMA, INC.

PHILIP PLANT SERVICES, INC.

PHILIP SERVICES/ATLANTA, INC.

PHILIP/BEC, INC.

PHILIP/WHITING, INC.

ALLWASTE TANK CLEANING, INC.

ALLWASTE RAILCAR CLEANING, INC.

ALLWASTE RECOVERY SYSTEMS, INC.

PSC ENTERPRISES, INC.

ALLIES STAFFING, INC.

ALLQUEST CAPITAL, INC.

PHILIP METALS (DELAWARE), INC.

INTSEL SOUTHWEST LIMITED PARTNERSHIP

(signatures continued on the next following page)

(signatures continued from the preceding page)

PHILIP METALS INC.

PHILIP METALS RECOVERY (USA) INC.

PHILIP SERVICES (PENNSYLVANIA), INC.

PHILIP METALS (NEW YORK), INC.

PHILIP ST, INC.

PHILIP CHEMISOLV HOLDINGS, INC.

PHILIP CHEMI-SOLV, INC.

DM ACQUISITION CORPORATION

DELTA MAINTENANCE, INC.

**PHILIP REFRACTORY & CORROSION
CORPORATION**

HARNTEY CORPORATION

PHILIP REFRACTORY SERVICES, INC.

TOTAL REFRACTORY SYSTEMS, INC.

**PHILIP REFRACTORY & CORROSION
SERVICES, INC.**

UNITED INDUSTRIAL MATERIALS, INC.

**INDUSTRIAL SERVICES TECHNOLOGIES,
INC.**

ADVANCED ENVIRONMENTAL SYSTEMS, INC.

(signatures continued on the next following page)

(signatures continued from the preceding page)

ADVANCED ENERGY CORPORATION

INTERNATIONAL CATALYST, INC.

IST HOLDING CORP.

CHEM-FAB, INC.

PIPING HOLDINGS CORP.

PIPING COMPANIES, INC.

PIPING MECHANICAL CORPORATION

HYDRO-ENGINEERING & SERVICE, INC.

MAC-TECH, INC.

**PHILIP ENTERPRISE SERVICE
CORPORATION**

**PHILIP MECHANICAL SERVICES OF
LOUISIANA, INC.**

PHILIP ST PIPING, INC.

PHILIP TECHNICAL SERVICES, INC.

PHILIP/SECO INDUSTRIES, INC.

TIPCO ACQUISITION CORP.

PRS HOLDING, INC.

**PHILIP PETRO RECOVERY SYSTEMS,
INC.**

(signatures continued on the next following page)

(signatures continued from the preceding page)

SERV-TECH EPC, INC.

**SERV-TECH CONSTRUCTION AND
MAINTENANCE, INC.**

SERV-TECH ENGINEERS, INC.

PHILIP F.C. SCHAFER, INC.

**SERV-TECH INTERNATIONAL SALES,
INC.**

SERV-TECH OF NEW MEXICO, INC.

SERV-TECH SERVICES, INC.

TERMINAL TECHNOLOGIES, INC.

RMF GLOBAL, INC.

RMF INDUSTRIAL CONTRACTING, INC.

RMF ENVIRONMENTAL, INC.

PHILIP METALS (USA), INC.

in each case by:



Colin Soule
Authorized Signatory

ANNEX A to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.

SCHEDULE OF CHIEF EXECUTIVE OFFICE/RECORD LOCATIONS

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Luntz Corporation	Canton: 237 East Tuscarawas Canton, Ohio 44701	Canton: 237 East Tuscarawas, Canton, Ohio 44701	Canton: 237 East Tuscarawas Canton, Ohio 44701
Luntz Acquisition (Delaware) Corporation	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6
21st Century Environmental Management, Inc.	Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886	Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886 Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886
21st Century Environmental Management, Inc. of Nevada	Nevada: 2095 Newlands Drive Fernley, Nevada 89408	Nevada: 2095 Newlands Drive Fernley, Nevada 89408 Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886 Hamilton: 651 Burlington St. E. Hamilton, Ontario L8L 7W2	Nevada: 2095 Newlands Drive Fernley, Nevada 89408

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
21st Century Environmental Management, Inc. of Puerto Rico	Puerto Rico: 25 Graystone Street Warwick, Rhode Island 02886	Puerto Rico: 25 Graystone Street Warwick, Rhode Island 02886 Rhode Island Hamilton: 651 Burlington St. E. Hamilton, Ontario L8L 7W2	Puerto Rico 25 Graystone Street Warwick, Rhode Island 02886
21st Century Environmental Management, Inc. of Rhode Island	Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886	Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886 Hamilton: 651 Burlington St. E. Hamilton, Ontario L8L 7W2	Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886
Chemical Pollution Control, Inc. of Florida - a 21st Century Environmental Management Company	Florida: 3248 SW 15th St. Deerfield Beach, Florida 33442	Florida: 3248 SW 15th St. Deerfield Beach, Florida 33442 Rhode Island: 25 Graystone Street Warwick, Rhode Island 02886 Hamilton: 651 Burlington St. E. Hamilton, Ontario L8L 7W2	Florida: 3248 SW 15th St. Deerfield Beach, Florida 33442

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Chemical Pollution Control, Inc. of New York - a 21st Century Environmental Management Company	New York: 120 South 4th St. Bayshore, New York 11706	New York: 120 South 4th St. Bayshore, New York 11706 Rhode Island: 25 Graystone Street Warrick, Rhode Island 02886 Hamilton: 651 Burlington St. E. Hamilton, Ontario L8L 7W2	New York: 120 South 4th St. Bayshore, New York 11706
Northland Environmental, Inc.	Rhode Island: 275 Allens Ave. Providence, RI 02905-5003	Rhode Island: 275 Allens Ave. Providence, RI 02905-5003 Hamilton: 651 Burlington St. E. Hamilton, Ontario L8L 7W2	Rhode Island: 275 Allens Ave. Providence, RI 02905-5003
RESI Acquisition (Delaware) Corporation	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Chem-Freight, Inc.	Ohio: 33 Industry Drive Bedford, Ohio 44146	Ohio: 33 Industry Drive Bedford, Ohio 44146 Pennsylvania: 2337 North Penn Road Hatfield, Penn. 19440-1908 Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Ohio: 33 Industry Drive Bedford, Ohio 44146
Republic Environmental Recycling (New Jersey), Inc.	New Jersey: Cenco Blvd. P.O. Box 275 Clayton, NJ 08312	New Jersey: Cenco Blvd. P.O. Box 275 Clayton, NJ 08312 Pennsylvania: 2337 North Penn Road Hatfield, Penn. 19440-1908 Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	New Jersey: Cenco Blvd. P.O. Box 275 Clayton, NJ 08312

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Republic Environmental Systems (Pennsylvania), Inc.	Pennsylvania: 2337 North Penn Road Hatfield, Penn. 19440-1908	Pennsylvania: 2337 North Penn Road Hatfield, Penn. 19440-1908 Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Pennsylvania: 2337 North Penn Road Hatfield, Penn. 19440-1908
Republic Environmental Systems (Technical Services Group), Inc.	New Jersey: Cenco Blvd. P.O. Box 275 Clayton, NJ 08312	New Jersey: Cenco Blvd. P.O. Box 275 Clayton, NJ 08312 Pennsylvania: 2337 North Penn Road Hatfield, Penn. 19440-1908 Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	New Jersey: Cenco Blvd. P.O. Box 275 Clayton, NJ 08312
Republic Environmental Systems (Transportation Group), Inc.	Pennsylvania: 21 Church Road Hatfield, Penn. 19440	Pennsylvania: 21 Church Road Hatfield, Penn. 19440 Hamilton, Ontario	Pennsylvania: 21 Church Road Hatfield, Penn. 19440

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Philip Services (Delaware), L.L.C.	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6
Cousins Waste Control Corporation	Ohio: 1701 East Matzinger Rd. Toledo, Ohio 43612	Ohio: 1701 East Matzinger Rd. Toledo, Ohio 43612	Ohio: 1701 East Matzinger Rd. Toledo, Ohio 43612
D & L, Inc.	Pennsylvania: 547 Clydesdale Dr. Philadelphia, Penn. 18938	Pennsylvania: 547 Clydesdale Dr. Philadelphia, Penn. 18938	Pennsylvania: 547 Clydesdale Dr. Philadelphia, Penn. 18938
Intermetco U.S., Inc.	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6
Butco, Inc.	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	New York
Alltift, Inc.	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	
Intermetco U.S.A. Ltd.	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	Hamilton: 519 Parkdale N. Hamilton, Ontario L8H 5Y6	New York
Georgia Tubular Products, Inc.	Georgia: 109 Dent Drive, Bldg #1 Cartersville, Georgia 30121-5192	Georgia: 109 Dent Drive, Bldg #1 Cartersville, Georgia 30121-5192	Georgia: 109 Dent Drive, Bldg #1 Cartersville, Georgia 30121-5192

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Nortru, Inc.	Michigan: 515 Lycaste Rd. Detroit, Michigan 48214	Michigan: 515 Lycaste Rd. Detroit, Michigan 48214	Michigan: 515 Lycaste Rd. Detroit, Michigan 48214
Allworth, Inc.	Alabama: 500 Medco Rd. Birmingham, Alabama 35217	Michigan: 515 Lycaste Rd. Detroit, Michigan 48214	Alabama: 500 Medco Rd. Birmingham, Alabama 35217
Chemical Reclamation Services, Inc.	Texas: 405 Powell St. Avalon, Texas 76623	Michigan: 515 Lycaste Rd. Detroit, Michigan 48214	Texas: 405 Powell St. Avalon, Texas 76623
Meklo, Incorporated	Texas: 4050 Homestead Road Houston, Texas 77028	Texas: 4050 Homestead Road Houston, Texas 77028	Texas: 4050 Homestead Road Houston, Texas 77028
Southeast Environmental Services Company, Inc.	Texas: 4050 Homestead Road Houston, Texas 77028	Texas: 4050 Homestead Road Houston, Texas 77028	Texas: 4050 Homestead Road Houston, Texas 77028
Cyanokem Inc.	Michigan: 12381 Schaefer Hwy Detroit, Michigan 48227	Michigan: 12381 Schaefer Hwy Detroit, Michigan 48227	Michigan: 12381 Schaefer Hwy Detroit, Michigan 48227
Rho-Chem Corporation	California: 425 Isis Ave. Inglewood, California 90301 Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055	California: 425 Isis Ave. Inglewood, California 90301 Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Thermalkem Inc.	South Carolina: 2324 Vernsdale Rd. Rock Hill, South Carolina 29731-2664	Michigan: 515 Lycaste Rd. Detroit, Michigan 48214	South Carolina: 2324 Vernsdale Rd. Rock Hill, South Carolina 29731-2664
PEN Metals (Delaware), Inc.	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6
Philip Environmental of Idaho Corporation	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6
Philip Environmental (Washington) Inc.	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055 Texas: 5151 San Felipe Houston, Texas 77056 Michigan: 515 Lycaste Rd. Detroit, Michigan 48214	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Burlington Environmental Inc. [Delaware]	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055 Texas: 5151 San Felipe Houston, Texas 77056 Michigan: 515 Lycaste Rd. Detroit, Michigan 48214	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055
Burlington Environmental Inc. [Washington]	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055		
Resource Recovery Corporation	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055 Michigan: 515 Lycaste Rd. Detroit, Michigan 48214 Texas: 5151 San Felipe Houston, Texas 77056	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Termco Corporation	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055 Michigan Texas	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055
Gasoline Tank Service Company, Inc.	Washington: 100 Oakesdale Ave. S.W. Renton, Washington 98055		
United Drain Oil Service, Inc.	Washington: 1629 E. Alexander Ave. Tacoma, WA 98421	Washington: 1629 E. Alexander Ave. Tacoma, WA 98421 Michigan: 515 Lycaste Rd. Detroit, Michigan 48214 Texas: 5151 San Felipe Houston, Texas 77056	Washington: 1629 E. Alexander Ave. Tacoma, WA 98421
Philip Environmental Services Corporation	Pennsylvania: 550 Pinetown Rd. Fort Washington, Penn.	Texas: 5151 San Felipe Houston, Texas 77056 Pennsylvania: 550 Pinetown Rd. Fort Washington, Penn.	Pennsylvania: 550 Pinetown Rd. Fort Washington, Penn.

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Solvent Recovery Corporation	Missouri: 700 Mulberry St. Kansas City, MO 64101	Missouri: 700 Mulberry St. Kansas City, MO 64101 Texas: 5151 San Felipe Houston, Texas 77056	Missouri: 700 Mulberry St. Kansas City, MO 64101
Philip Industrial Services (USA), Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Texas: 5151 San Felipe Houston, Texas 77056
Philip Industrial Services Group, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056 Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Texas: 5151 San Felipe Houston, Texas 77056
ALRC, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
APLC, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Allwaste Asbestos Abatement Holdings, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Allwaste Asbestos Abatement, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Allwaste Asbestos Abatement of New England, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Oneida Asbestos Removal, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Oneida Asbestos Abatement Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Allwaste Environmental Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
ACE/Allwaste Environmental Services of Indiana, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
All Safety and Supply, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Scaffold Corporation	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056 Denver, Colorado

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Allscaff, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Allwaste Environmental Services/North Central, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056 Detroit, Michigan
Philip Services/Ohio, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056 Detroit, Michigan
Philip West Industrial Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Benecia, CA Vancouver, WA Long Beach, CA Bellingham, WA Bakersfield, CA
Philip Transportation and Remediation, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	San Arso, CA San Martin CA Tacoma WA
Philip Services/South Central, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056 Pueblo, CO
Philip Services/Southwest, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056 Phoenix, Arizona

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Philip Services Hawaii, Ltd.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056 Kapolei, Hawaii
Allwaste Texquisition, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Caligo Ltd.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Industrial Construction Services Company, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
J.D. Meagher/Allwaste, Inc.	Hamilton: 100 King St.W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St.W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St.W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6
James & Luther Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Jesco Industrial Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Oil Recycling, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Philip Industrial Services of Texas, Inc.	Texas: 5151 San Felipe Houston, Texas 77056		
Philip Services/Louisiana, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Mid-Atlantic, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Services/Missouri, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Services/Mobile, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Services/North Atlantic, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Services/North Central, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Services/Oklahoma, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Plant Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Philip Services/Atlanta, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip/BEC, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip/Whiting, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Allwaste Tank Cleaning, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Allwaste Railcar Cleaning, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Allwaste Recovery Systems, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
PSC Enterprises, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Allies Staffing, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056

Name of Chagor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
AllQuest Capital, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Metals (Delaware), Inc.	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6
Intsel Southwest Limited Partnership	Texas: 11310 West Little York, Harris City Houston, Texas 77041	Texas: 11310 West Little York, Harris City Houston, Texas 77041	Texas: 11310 West Little York, Harris City Houston, Texas 77041
Philip Metals Inc.	Ohio: 20521 Chagrin Blvd. Cleveland, Ohio 44122	Ohio: 20521 Chagrin Blvd. Cleveland, Ohio 44122	Ohio: 20521 Chagrin Blvd. Cleveland, Ohio 44122
Philip Metals Recovery (USA) Inc.	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6
Philip Services (Pennsylvania), Inc.	One Mellon Bank Center 53rd Floor, 500 Grant St. Pittsburgh, PA 15219	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	N/A
Philip Metals (New York), Inc.	New York: 6223 Thompson Rd. East Syracuse, NY 13057	New York: 6223 Thompson Rd. East Syracuse, NY 13057	New York: 6223 Thompson Rd. East Syracuse, NY 13057

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Philip ST, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Chemisolv Holdings, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Philip Chemi-Solv, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
DM Acquisition Corporation	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Delta Maintenance, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Refractory & Corrosion Corporation	Texas: 5151 San Felipe Houston, Texas 77056	Sugarland, Texas	Texas: 5151 San Felipe Houston, Texas 77056
Hartney Corporation	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Refractory Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Total Refractory Systems, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip Refractory & Corrosion Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Sugarland, Texas	N/A - inactive
United Industrial Materials, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Industrial Services Technologies, Inc.	Denver: Republic Plaza 370 Seventeenth, Suite 2300 Denver, CO 80202	Texas: 5151 San Felipe Houston, Texas 77056	Denver: Republic Plaza 370 Seventeenth, Suite 2300 Denver, CO 80202
Advanced Environmental Systems, Inc.	Denver: Republic Plaza 370 Seventeenth, Suite 2300 Denver, CO 80202	Texas: 5151 San Felipe Houston, Texas 77056	Denver: Republic Plaza 370 Seventeenth, Suite 2300 Denver, CO 80202
Advanced Energy Corporation	Friendswood: 4313 FM 2351 Friendswood, Texas 77546 Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Friendswood: 4313 FM 2351 Friendswood, Texas 77546
International Catalyst, Inc.	Friendswood: 4313 FM 2351 Friendswood, Texas 77546	Texas: 5151 San Felipe Houston, Texas 77056	Friendswood: 4313 FM 2351 Friendswood, Texas 77546
IST Holding Corp.	Denver: Republic Plaza 370 Seventeenth, Suite 2300 Denver, CO 80202	Texas: 5151 San Felipe Houston, Texas 77056	Denver: Republic Plaza 370 Seventeenth, Suite 2300 Denver, CO 80202
Chem-Fab, Inc.	Freeport: 217 Commerce Road P.O. Box 2257 Freeport, Texas 77541	Texas: 5151 San Felipe Houston, Texas 77056	Freeport: 217 Commerce Road P.O. Box 2257 Freeport, Texas 77541
Piping Holdings Corp.	Sand Springs: 1520 South 129th West Avenue Sand Springs, Oklahoma 74063	Texas: 5151 San Felipe Houston, Texas 77056	Sand Springs: 1520 South 129th West Avenue Sand Springs, Oklahoma 74063

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Piping Companies, Inc.	Sand Springs: 1520 South 129th West Avenue Sand Springs, Oklahoma 74063	Texas: 5151 San Felipe Houston, Texas 77056	Sand Springs: 1520 South 129th West Avenue Sand Springs, Oklahoma 74063
Piping Mechanical Corporation	Sand Springs: 1520 South 129th West Avenue Sand Springs, Oklahoma 74063	Texas: 5151 San Felipe Houston, Texas 77056	Sand Springs: 1520 South 129th West Avenue Sand Springs, Oklahoma 74063
Hydro-Engineering & Service, Inc.	Denver: Republic Plaza 370 Seventeenth, Suite 2300 Denver, CO 80202	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Mac-Tech, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Philip Enterprise Service Corporation	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Philip Mechanical Services of Louisiana, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Sulphur, LA
Philip ST Piping, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Torrance, CA
Philip Technical Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
Philip/SECO Industries, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
TIPCO Acquisition Corp.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
PRS Holding, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Philip Petro Recovery Systems, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Serv-Tech EPC, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	N/A - inactive
Serv-Tech Construction and Maintenance, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	N/A - inactive
Serv-Tech Engineers, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	N/A - inactive
Philip F.C. Schaffer, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Texas: 5151 San Felipe Houston, Texas 77056
Serv-Tech International Sales, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Serv-Tech of New Mexico, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Serv-Tech Services, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	N/A - inactive
Terminal Technologies, Inc.	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056	Texas: 5151 San Felipe Houston, Texas 77056
RMF Global, Inc.	Ohio: 671 Spencer Street Toledo, Ohio 43609	Ohio: 671 Spencer Street Toledo, Ohio 43609	Ohio: 671 Spencer Street Toledo, Ohio 43609
RMF Industrial Contracting, Inc.	Ohio: 671 Spencer Street Toledo, Ohio 43609	Ohio: 671 Spencer Street Toledo, Ohio 43609	Ohio: 671 Spencer Street Toledo, Ohio 43609
RMF Environmental, Inc.	Ohio: 671 Spencer Street Toledo, Ohio 43609	Ohio: 671 Spencer Street Toledo, Ohio 43609	Ohio: 671 Spencer Street Toledo, Ohio 43609
Philip Metals (USA), Inc.	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario L8N 4J6	Hamilton: 100 King St. W. P.O. Box 2440 LCD 1 Hamilton, Ontario LN8 4J6

ANNEX B to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.

SCHEDULE OF INVENTORY AND EQUIPMENT LOCATIONS

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Luntz Corporation	Canton, Ohio Cleveland, Ohio	Ohio
Luntz Acquisition (Delaware) Corporation		Delaware Ontario
21st Century Environmental Management, Inc.	Rhode Island Ontario	Rhode Island Ontario
21st Century Environmental Management, Inc. of Nevada	Nevada	Nevada
21st Century Environmental Management, Inc. of Puerto Rico	Puerto Rico	Puerto Rico
21st Century Environmental Management, Inc. of Rhode Island	Rhode Island	Rhode Island Massachusetts Connecticut New Hampshire Vermont, Maine New York
Chemical Pollution Control, Inc. of Florida - a 21st Century Environmental Management Company	Florida	Florida
Chemical Pollution Control, Inc. of New York - a 21st Century Environmental Management Company	New York	New York Connecticut New Jersey
Northland Environmental, Inc.	Rhode Island	Rhode Island Delaware
RESI Acquisition (Delaware) Corporation		Ontario Delaware
Chem-Freight, Inc.	Ohio	Ohio Pennsylvania New York

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Republic Environmental Recycling (New Jersey), Inc.	New Jersey	New Jersey Pennsylvania
Republic Environmental Systems (Pennsylvania), Inc.	Pennsylvania	Pennsylvania New York Maryland
Republic Environmental Systems (Technical Services Group), Inc.	New Jersey Pennsylvania North Carolina Virginia Ohio	New Jersey Connecticut Delaware Illinois Pennsylvania North Carolina South Carolina Virginia New York Ohio
Republic Environmental Systems (Transportation Group), Inc.	Delaware Pennsylvania New Jersey New York	Delaware Massachusetts Michigan New Jersey New York Ohio Pennsylvania Rhode Island
Philip Services (Delaware), L.L.C.		Wilmington, Delaware
Cousins Waste Control Corporation	Ohio Illinois Michigan Pennsylvania	Ohio Illinois Michigan Kentucky Pennsylvania New York Tennessee Wisconsin Indiana New Jersey

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
D & L, Inc.	Pennsylvania Alabama Indiana	Pennsylvania Alabama Indiana Ohio
Intermetco U.S., Inc.	Colorado Washington	Michigan Colorado Washington
Butco, Inc.	New York	New York
Alltift, Inc.		New York
Intermetco U.S.A. Ltd.	New York	New York
Georgia Tubular Products, Inc.	Georgia	Georgia
Nortru, Inc.	Michigan Ohio Indiana Kentucky	Michigan Georgia Kentucky Missouri New Jersey Ohio Pennsylvania Rhode Island Tennessee South Carolina
Allworth, Inc.	Alabama	Alabama
Chemical Reclamation Services, Inc.	Texas	Texas
Meklo, Incorporated	Texas	Texas
Southeast Environmental Services Company, Inc.	Texas	Texas
Cyanokem Inc.	Michigan	Michigan
Rho-Chem Corporation	California	California
Thermalkem Inc.	South Carolina	South Carolina incorporated in Delaware
PEN Metals (Delaware), Inc.		Ontario Delaware

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Environmental of Idaho Corporation		Ontario Delaware
Philip Environmental (Washington) Inc.		Ontario Delaware
Burlington Environmental Inc.		Ontario Delaware
Burlington Environmental Inc.		Iowa, Idaho, Illinois, Minnesota, Oregon, Pennsylvania, Tennessee, Texas, Washington
Resource Recovery Corporation	Washington	Washington
Termco Corporation	Washington	Washington
Gasoline Tank Service Company, Inc.		
United Drain Oil Service, Inc.	Washington	Washington
Philip Environmental Services Corporation	all states except: Washington, D.C., Idaho, Maine, Maryland, Minnesota, N. Dakota, Nevada, Utah, Vermont	all states except: Idaho, Minnesota and Washington, D.C.
Solvent Recovery Corporation	Missouri	Missouri
Philip Industrial Services (USA), Inc.		Ontario Texas
Philip Industrial Services Group, Inc.		Alaska Colorado Texas
ALRC, Inc.		Delaware
APLC, Inc.		Delaware
Allwaste Asbestos Abatement Holdings, Inc.		

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Allwaste Asbestos Abatement, Inc.		
Allwaste Asbestos Abatement of New England, Inc.		
Oneida Asbestos Removal, Inc.		
Oneida Asbestos Abatement Inc.		
Allwaste Environmental Services, Inc.	* Texas California Delaware Texas	Alabama Arizona Arkansas California Colorado Delaware Texas
ACE/Allwaste Environmental Services of Indiana, Inc.	* Illinois * Indiana * Kentucky * Louisiana * New York * Ohio * Oklahoma * Wisconsin Indiana	Illinois Indiana Louisiana
All Safety and Supply, Inc.	* Texas Texas	Texas
Philip Scaffold Corporation	* Colorado * North Dakota * Texas * Utah * Wyoming Colorado	Arizona California Colorado North Dakota Oklahoma Utah
Allscaff, Inc.		Tennessee

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Allwaste Environmental Services/North Central, Inc.	<ul style="list-style-type: none">* Alabama* Colorado* Delaware* Georgia* Iowa* Illinois* Indiana* Massachusetts* Michigan* Minnesota* Missouri* Nebraska* New Jersey* Ohio* Pennsylvania* Texas* Wisconsin Iowa Indiana	Illinois Indiana Iowa Michigan Minnesota Missouri Ohio Wisconsin
Philip Services/Ohio, Inc.	<ul style="list-style-type: none">* Illinois* Indiana* Kentucky* Michigan* Ohio Ohio	Dayton Ohio

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip West Industrial Services, Inc.	<ul style="list-style-type: none"> * Alabama * Arkansas * California * Hawaii * Idaho * Louisiana * Michigan * Missouri * Montana * New Jersey * Nevada * New York * Oregon * Pennsylvania * Tennessee * Texas * Utah * Washington <p>California Oregon Washington</p>	<p>Alaska Arizona Colorado Hawaii Idaho Montana Utah Washington Wyoming California Oregon</p>
Philip Transportation and Remediation, Inc.	<ul style="list-style-type: none"> * Arizona * California * Washington <p>Arizona California Washington</p>	<p>Arizona California Idaho Montana Nevada Oregon Pennsylvania Utah Virginia Washington</p>

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Services/South Central, Inc.	<ul style="list-style-type: none"> * Alaska * Arkansas * Colorado * Connecticut * Illinois * Iowa * Kansas * Michigan * Missouri * Nebraska * New Jersey * New Mexico * Nevada * Oklahoma * South Carolina * Texas * Utah * Wyoming <p>Colorado Texas Utah</p>	<p>Arizona Arkansas California Colorado Idaho Illinois Indiana Iowa Kansas Missouri Montana Nebraska Nevada New Mexico North Dakota Oregon Texas Utah Wyoming</p>
Philip Services/Southwest, Inc.	<ul style="list-style-type: none"> * Arkansas * California * Colorado * Illinois * Kansas * North Carolina * New Mexico * Nevada * Ohio * Texas * Utah <p>Arizona</p>	<p>Arizona California</p>

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Services Hawaii, Ltd.	<ul style="list-style-type: none"> * California * Colorado * Hawaii * Missouri * New Jersey * New York * Ohio * Texas * Virginia * Washington * Foreign Hawaii	Hawaii
Allwaste Texquisition, Inc.		Texas
Caligo Ltd.	<ul style="list-style-type: none"> * California * Delaware * Iowa * Illinois * Kansas * Kentucky * Michigan * Missouri * New York * Virginia 	Alabama California Delaware Illinois Indiana Iowa Kansas Kentucky Michigan Missouri New Jersey New York Ohio Pennsylvania South Carolina Texas Virginia Wyoming
Industrial Construction Services Company, Inc.		Alabama

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
J.D. Meagher/Allwaste, Inc.	<ul style="list-style-type: none"> * Massachusetts * Maryland * Maine * Tennessee <p>Massachusetts</p>	<p>Alabama District of Columbia Massachusetts New Hampshire New Jersey New York South Carolina Virginia West Virginia</p>
James & Luther Services, Inc.		Texas
Jesco Industrial Services, Inc.	<ul style="list-style-type: none"> * Alabama * Florida * Illinois * Kentucky * Louisiana * Michigan * Mississippi * Ohio * Pennsylvania * South Carolina * Tennessee * Texas <p>Kentucky</p>	<p>Illinois Kentucky Marshall McCracken Oregon Tennessee</p>
Philip Oil Recycling, Inc.	<ul style="list-style-type: none"> * California * Indiana * Louisiana * Minnesota * North Dakota * New Jersey * Ohio * Texas * Wyoming <p>Minnesota</p>	<p>Kentucky Minnesota North Dakota</p>

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Industrial Services of Texas, Inc.	<ul style="list-style-type: none">* Arkansas* California* Georgia* Illinois* Kansas* Louisiana* Michigan* Missouri* Mississippi* New Jersey* Oklahoma* Pennsylvania* Tennessee* Texas Arizona Texas	Kansas Louisiana Michigan New Mexico Oklahoma Texas

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Services/Louisiana, Inc.	<ul style="list-style-type: none">* Alabama* Arkansas* Arizona* California* Colorado* Georgia* Illinois* Kansas* Louisiana* Massachusetts* Maryland* Michigan* Missouri* Mississippi* New Hampshire* New Jersey* New York* Ohio* Pennsylvania* South Carolina* Tennessee* Texas* Utah* Virginia* Wisconsin <p>Louisiana Texas</p>	<p>Arkansas Louisiana Texas</p>

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Mid-Atlantic, Inc.	<ul style="list-style-type: none">* Connecticut* District of Columbia* Delaware* Florida* Georgia* Illinois* Indiana* Massachusetts* Maryland* Maine* Michigan* Minnesota* North Carolina* New Jersey* New York* Pennsylvania* South Carolina* Virginia* Washington* West Virginia* Foreign <p>Delaware Maryland Mississippi</p>	<p>Delaware Maryland New Jersey Ohio Pennsylvania Virginia West Virginia</p>
Philip Services/Missouri, Inc.	<ul style="list-style-type: none">* Colorado* Kansas* Maryland* Missouri* Oklahoma* Tennessee* Texas <p>Missouri Mississippi</p>	<p>Delaware Kansas Missouri</p>

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Services/Mobile, Inc.	<ul style="list-style-type: none"> * Alabama * Florida * Georgia * Louisiana * Mississippi * Tennessee * Texas <p>Alabama Texas</p>	Alabama Arkansas Florida Louisiana Mississippi Tennessee
Philip Services/North Atlantic, Inc.	<ul style="list-style-type: none"> * Colorado * Connecticut * Delaware * Illinois * Massachusetts * Maryland * Maine * Michigan * New Hampshire * New York * Rhode Island * Vermont <p>Connecticut Massachusetts Maine New York</p>	Connecticut Delaware Maryland Massachusetts New Hampshire New York Ohio Pennsylvania Rhode Island Vermont Virginia Maine
Philip Services/North Central, Inc.		Kentucky Oregon
Philip Services/Oklahoma, Inc.	<ul style="list-style-type: none"> * Arkansas * Colorado * Kansas * Michigan * Missouri * Oklahoma * Texas * Washington <p>Oklahoma</p>	Oklahoma

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Plant Services, Inc.	<ul style="list-style-type: none">* Arkansas* California* Colorado* Idaho* Michigan* Montana* Nevada* Texas* Utah* Washington* Wyoming Montana Utah	California Colorado Delaware Montana Oregon Utah Wyoming Idaho
Philip Services/Atlanta, Inc.	<ul style="list-style-type: none">* Alabama* California* Florida* Georgia* Iowa* Indiana* Louisiana* Michigan* Missouri* North Carolina* Ohio* Pennsylvania* South Carolina* Tennessee* Texas Florida Georgia	Colorado Delaware Florida Georgia Kentucky New York Pennsylvania

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip/BEC, Inc.	<ul style="list-style-type: none"> * Alabama * Arkansas * Georgia * Kentucky * Louisiana * Mississippi * North Carolina * Pennsylvania * South Carolina * Tennessee * Texas * Virginia * Wisconsin * Foreign <p>Alabama Louisiana</p>	<p>Alabama Arkansas Florida Georgia Kentucky Louisiana Mississippi North Carolina South Carolina Tennessee Virginia</p>
Philip/Whiting, Inc.	<ul style="list-style-type: none"> * Illinois * Indiana * Ohio * Texas * West Virginia <p>Indiana</p>	<p>Delaware Indiana</p>

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Allwaste Tank Cleaning, Inc.	<ul style="list-style-type: none"> * California * Florida * Georgia * Illinois * Kentucky * Louisiana * Maryland * Michigan * Montana * North Carolina * New Jersey * New York * Ohio * Pennsylvania * South Carolina * Texas California Florida Georgia Illinois Kentucky Louisiana Maryland Michigan Montana North Carolina New Jersey New York Ohio Pennsylvania South Carolina Texas	Arkansas California Cincinnati Cleveland Columbus Florida Georgia Illinois Indiana Kentucky Louisiana Louisville Maryland Michigan Montana New Jersey New York North Carolina Ohio Pennsylvania South Carolina Texas Toledo

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Allwaste Railcar Cleaning, Inc.	N/A	Delaware Texas
Allwaste Recovery Systems, Inc.	* Colorado * Louisiana * Texas Colorado Louisiana Texas	Colorado Georgia Louisiana Texas
PSC Enterprises, Inc.	* Alabama * California * Colorado * Florida * Illinois * Indiana * Louisiana * Massachusetts * Michigan * Missouri * North Carolina * New Jersey * Oklahoma * Pennsylvania * Texas * Utah * Washington * Wisconsin Michigan Texas	

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Allies Staffing, Inc.	<ul style="list-style-type: none"> * Alabama * Arizona * California * Colorado * Georgia * Hawaii * Louisiana * Maine * Michigan * Missouri * Montana * North Carolina * Ohio * Oklahoma * Pennsylvania * Tennessee * Texas * Utah * Washington * Foreign <p>California Illinois Louisiana Texas</p>	<p>California Colorado Delaware Florida Indiana Louisiana Michigan North Carolina Texas</p>
AllQuest Capital, Inc.		Delaware
Philip Metals (Delaware), Inc.		Ontario Delaware
Intsel Southwest Limited Partnership	Texas, Oklahoma, Louisiana, Alabama	Texas, Oklahoma, Alabama Louisiana
Philip Metals Inc.	Ohio, Tennessee, Alabama, Georgia, Michigan, Missouri	Ohio, Tennessee, Alabama, Georgia, Michigan, Indiana, Illinois, Pennsylvania, Texas, Missouri

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip Metals Recovery (USA) Inc.	Ohio, Pennsylvania, New York, Arizona, Kansas, West Virginia, Virginia	Ohio, Pennsylvania, New York, Arizona, Kansas, West Virginia, Virginia
Philip Services (Pennsylvania), Inc.		
Philip Metals (New York), Inc.	New York	New York

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Philip ST, Inc.	California Georgia Louisiana Missouri New Jersey Texas Washington Foreign	Alabama Arizona Arkansas California Colorado Delaware Florida Georgia Hawaii Illinois Indiana Iowa Kansas Kentucky Louisiana Minnesota Mississippi Missouri Montana New Jersey New Mexico New York North Dakota Ohio Oklahoma Oregon Pennsylvania Philadelphia South Carolina Tennessee Texas Toledo City Utah Virgin Islands Virginia Wisconsin
Philip Chemisolv Holdings, Inc.	N/A	Delaware
Philip Chemi-Solv, Inc.		
DM Acquisition Corporation		

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Delta Maintenance, Inc.	California Louisiana Missouri Texas	Georgia Illinois Kentucky Louisiana Michigan Minnesota Mississippi Missouri Ohio Pennsylvania Philadelphia Toledo Wisconsin
Philip Refractory & Corrosion Corporation	California Louisiana New Jersey Texas	New Mexico
Hartney Corporation		Louisiana New Jersey Texas
Philip Refractory Services, Inc.	Texas	Louisiana New Mexico Tennessee Texas

Name of Chorgor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Total Refractory Systems, Inc.	California Louisiana New Jersey Texas	Ohio Oklahoma Alaska Colorado Delaware Indiana Louisiana Missouri New Jersey New Mexico New York Oklahoma Pennsylvania Philadelphia Tennessee Texas
Philip Refractory & Corrosion Services, Inc.		Arizona Kansas Mississippi Missouri Montana New Mexico Oklahoma Pennsylvania Florida Louisiana Texas
United Industrial Materials, Inc.	Texas	Louisiana Texas
Industrial Services Technologies, Inc.		Arizona Colorado Florida New Mexico Oklahoma Virginia
Advanced Environmental Systems, Inc.		
Advanced Energy Corporation		

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
International Catalyst, Inc.		
IST Holding Corp.		
Chem-Fab, Inc.		
Piping Holdings Corp.		Illinois Kansas
Piping Companies, Inc.	California	Alabama Alaska Arkansas California Georgia Hawaii Indiana Iowa Kentucky Louisiana Michigan Minnesota Mississippi Missouri Nebraska North Dakota Ohio Pennsylvania Tennessee Utah West Virginia Wisconsin Oklahoma Texas
Piping Mechanical Corporation	California	California Hawaii Illinois Indiana Kentucky Louisiana Michigan Mississippi New Jersey Utah

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Hydro-Engineering & Service, Inc.	Colorado	
Mac-Tech, Inc.		
Philip Enterprise Service Corporation	North Carolina	North Carolina St. Louis
Philip Mechanical Services of Louisiana, Inc.	Louisiana	Arkansas Louisiana Montana Texas
Philip ST Piping, Inc.	California Texas	California Georgia Hawaii Illinois Kansas Louisiana New Jersey New Mexico Tennessee Texas Utah
Philip Technical Services, Inc.	Georgia Texas	Texas
Philip/SECO Industries, Inc.	California Louisiana Texas Foreign	Alabama Arizona Arkansas California Colorado Florida Georgia Louisiana Michigan Mississippi New Jersey New Mexico Oklahoma Texas Wisconsin
TIPCO Acquisition Corp.		Texas

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
PRS Holding, Inc.		Texas
Philip Petro Recovery Systems, Inc.		Delaware Louisiana Texas
Serv-Tech EPC, Inc.	California Louisiana Texas	Baton Ridge New Jersey Texas
Serv-Tech Construction and Maintenance, Inc.	Louisiana Texas	
Serv-Tech Engineers, Inc.		
Philip F.C. Schaffer, Inc.	Louisiana	Louisiana
Serv-Tech International Sales, Inc.		
Serv-Tech of New Mexico, Inc.		New Mexico
Serv-Tech Services, Inc.	California Georgia Louisiana Tennessee Texas	Louisiana Texas

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
Terminal Technologies, Inc.	Florida Georgia Louisiana Texas	Ontario Alabama Arkansas Florida Georgia Illinois Iowa Louisiana Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana New Jersey New York North Carolina Ohio Pennsylvania Philadelphia South Carolina Tennessee Texas Wisconsin
RMF Global, Inc.	Ohio Michigan	Ohio Michigan
RMF Industrial Contracting, Inc.	Ohio	Ohio

Name of Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which Corporation Carries On Business
RMF Environmental, Inc.	Ohio	Ohio
Philip Metals (USA), Inc.		Ontario

* indicates a "spread state", being a state in which a corporation's motor vehicles may from time to time be located despite such corporation having no actual physical presence in such state

The attached Exhibit 1 sets out the location of all real property in which the Chargors may have any rights, title or interest.

EXHIBIT 1 TO ANNEX B

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
1	Philip BEI	1813 East 1st Ave., Ste. 201	Anchorage	AK	US	Warehouse and Offices - Leased	\$622,901
2	Intermetco/US	401 East Van Horn Road	Fairbanks	AK	US	Inventory, storage	\$575,000
3	Allwaste	2881 Shannon Oxmoor Rd.	Birmingham	AL	US	Transportation/contractor service facilities	\$9,127,238
4	Intsel SW	Ensley Stn., 2000 Ave. C, Bldg 1	Birmingham	AL	US	Office, warehouse	\$8,592,538
5	Steiner Liff	3333-R3353 27th Ave. N.	Birmingham	AL	US	Shredders	\$8,279,850
6	Allworth	500 Medco Road	Birmingham	AL	US	Chemical waste treatment, solvent recovery, oil blending and solids packaging	\$3,040,000
7	Allwaste	2881 Shannon Oxmoor Rd.	Birmingham	AL	US	Transportation/contractor service facilities	\$2,372,982
8	Allwaste	4351 Hamilton Blvd.	Theodore	AL	US	Transportation/contractor service facilities	\$442,264
9	PESC/D&L	6200 EJ Oliver Blvd., # 183	Fairfield	AL	US	Engineering Consulting Offices	\$400,000
10	Steiner Liff		Muscle Shoals	AL	US	Shredders	\$225,000
11	Luria	Inverness Center Pkwy	Birmingham	AL	US	Commercial Office	\$57,750
12	Allwaste	9846 River Drive	Selma	AL	US	Transportation/contractor service facilities	\$46,000
13	Allwaste	County Road 150	Courtland	AL	US	Transportation/contractor service facilities	\$0
14	Allwaste	100 Jensen Road	Prattville	AL	US	Transportation/contractor service facilities	\$0
15	Allwaste	307 W. Industrial Road	Jackson	AL	US	Transportation/contractor service facilities	\$0
16	Waxman	1251 South Nelson Dr.	Chandler	AZ	US	Material sorting and wire chopping (leased)	\$16,508,000
17	Allwaste	1801 West Watkins	Pheonix	AZ	US	Transportation/contractor service facilities	\$420,495
18	Allwaste	1801 West Watkins	Pheonix	AZ	US	Transportation/contractor service facilities	\$331,252
19	Allwaste	1801 Watkins	Phoenix	AZ	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
20	Meklo, Inc.	4705 W. Buckeye Rd.	Phoneix	AZ	US	Leased trailer storage	\$5,000
21	Rho Chem	425 Isis Ave.	Inglewood	CA	US	Chemical waste treatment, solvent recovery, fuel blending and solids packaging	\$4,725,000
22	ServTech/US	19701 Vermont	Torrance	CA	US	Office & storage of maintenance equipment	\$1,850,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
23	INCAT	1044 E. Del Amo Blvd.	Carson	CA	US	Office/shop	\$1,163,920
24	Allwaste	395 W. Channel Road	Benicia	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$640,000
25	Allwaste	1940 S. Carlos Ave	Ontario	CA	US	Container group on-site tank cleaning	\$460,653
26	Allwaste	4562 East 2nd St., Ste H	Benicia	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$345,000
27	Allwaste	395 W. Channel Road	Benicia	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
28	Allwaste	200 Old Yard Dr	Bakersfield	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
29	Allwaste	2222 E. Sepulveda Blvd	Carson	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
30	Allwaste	61981 Cattlemen Rd. (shop)	San Ardo	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
31	Allwaste	62117 Railroad Ave	San Ardo	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
32	Allwaste	12475 Llagas Ave.	San Martin	CA	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
33	ServTech	4509 District Blvd.	Bakersfield	CA	US	Office	\$180,000
34	Rho Chem	8716,8718 & 8722 Aviation Blvd	Inglewood	CA	US	Warehouse (leased)	\$165,750
35	ServTech/US	19701 Vermont	Torrance	CA	US	Office	\$160,000
36	Piping	20430 Tillman Ave	Carson	CA	US	Office	\$150,000
37	Philip\BEI	3909 Park Road #D	Benecia	CA	US	Transfer facility - 10 day drum storage (leased)	\$92,877
38	Philip BEI	8451 Miralani Dr.	San Diego	CA	US	Office and Warehouse (leased)	\$61,999
39	Allwaste	395 W. Channel Road	Benicia	CA	US	Admin./staffing	\$6,786
40	ServTech/US	19701 Vermont	Torrance	CA	US	Office	\$5,000
41	Allwaste	222 E. Sepulveda Blvd.	Carson	CA	US	Admin./staffing	\$2,868
42	Allwaste	981 East 64th Ave.	Denver	CO	US	Transportation/contractor service facilities	\$1,942,366
43	Allwaste	4262 Madison Street	Denver	CO	US	Waste water treatment facility	\$1,055,441

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
44	Allwaste	773 Valley Court	Grand Junction	CO	US	Transportation/contractor service facilities	\$727,641
45	IST	370 17th Street	Denver	CO	US	office	\$647,378
46	Allwaste	1900 St Charles Road	Pueblo	CO	US	Transportation/contractor service facilities	\$384,197
47	Allwaste	20300 West Hwy. 72	Arvanda	CO	US	Transportation/contractor service facilities	\$300,886
48	Allwaste	20300 West Hwy. 72	Arvanda	CO	US	Transportation/contractor service facilities	\$111,298
49	Meklo, Inc.	747 Sheridan Blvd., Ste. 4A	Lakewood	CO	US	Leased Sales office	\$15,000
50	Meklo, Inc.	1300 Harlan St.	Lakewood	CO	US	Leased-Van trailer storage	\$5,000
51	Intermetco	3512 Evergreen Parkway	Evergreen	CO	US	Office	\$5,000
52	Allwaste	170 Cross Road	Waterford	CT	US		\$300,340
53	ServTech	1050 17th St. NW #600	Washington	DC	US	Office	\$5,000
54	Allwaste	Road 502	Delmar	DE	US		\$1,173,000
55	Allwaste	242N. James ST, STE 206	Newport	DE	US		\$390,000
56	Allwaste	240 Marsh Lane	New Castle	DE	US		\$321,600
57	Allwaste	1907 E. 28th Street	Jacksonville	FL	US	Container goup on-site tank cleaning	\$1,128,415
58	Allwaste	14413 62nd Street North	Clearwater	FL	US	Transportation/contractor service facilities	\$1,119,641
59	Allwaste	109 Applewood Drive	Longwood	FL	US	Transportation/contractor service facilities	\$1,067,203
60	Allwaste	8609 NW 64th Street	Miami	FL	US	Transportation/contractor service facilities	\$847,467
61	Allwaste	1117 NW 55th Street	FT. Lauderdale	FL	US	Transportation/contractor service facilities	\$603,753
62	Allwaste	14413 62nd Street North	Clearwater	FL	US	Transportation/contractor service facilities	\$495,000
63	PESC/IAM	4613 North Clark Ave.	Tampa	FL	US	Consulting Offices - Asbestos abatement (leased)	\$425,000
64	21st. Cent.	3428 SW 15th St.	Deerfield Beach	FL	US	Photochemical treatment and recycling	\$350,000
65	21st. Cent.	3452 SW 15th St.	Deerfield Beach	FL	US	Photochemical treatment and recycling	\$150,000
66	21st. Cent.	1248 Geo. Jenkins Blvd.	Lakelands	FL	US	Storage Bldg.	\$50,000
67	Southern Foundrys	4096 Beachside One	Destin	FL	US	Residential Condo - leased	\$25,000
68	Intermetco	109 Dent Drive, Bldg. #1	Cartersville	GA	US	Spiral weld pipe mfg plant	\$8,560,000

Property No.	Division	Address	City	Pro. state	Country	Operations	Property Value in US Dollars
69	Allwaste	4367 Old McDonough Rd	Conley	GA	US	Container group on-site tank cleaning	\$5,653,239
70	Southern Foundrys	7125 Goodson Rd.	Union City	GA	US	Scrap Processing	\$4,090,000
71	Allwaste	8025 Spence Road	Fairburn	GA	US	Container group on-site tank cleaning	\$2,229,781
72	Allwaste	1642 Forest Parkway	Lake City	GA	US	Transportation/contractor service facilities	\$2,018,501
73	Southern Foundrys	14 Mill St.	Cookesville	GA	US	Scrap Processing	\$1,695,000
74	Allwaste	600 Roth Road	Jesup	GA	US	Transportation/contractor service facilities	\$994,000
75	Allwaste	399 Old Mill Road	Cartersville	GA	US	Transportation/contractor service facilities	\$790,877
76	PAMC Anvic	3800 New McEver Rd	Acworth	GA	US	Office, design, fabrication of instrumentation system	\$710,000
77	Allwaste	1222 Metro Drive	Columbus	GA	US	Container group on-site tank cleaning	\$356,439
78	Allwaste	2 Concourse, Suite 750	Atlantic	GA	US	Container group on-site tank cleaning	\$330,000
79	Serv/Tech	3620 Kennesaw N. Industrial Parkway	Kennesaw	GA	US	Office	\$180,000
80	Intermetco	109 Dent Drive, Bldg. #1	Cartersville	GA	US	Office	\$180,000
81	Intermetco	109 Dent Drive, Bldg. #1	Cartersville	GA	US	Hydrotester bldg.	\$100,000
82	Intermetco	109 Dent Drive, Bldg. #1	Cartersville	GA	US	Storage shed	\$10,000
83	Philip BEI	1263 Manulani St.	Kailua	HA	US	Office and Warehouse (leased)	\$65,799
84	Allwaste	91-416 Komohana Street	Kapolei	HI	US	Office, equipment repair shop, storage of equipment and vehicles	\$651,632
85	Allwaste	91-127 Malakole	Kapolei	HI	US	Office, equipment repair shop, storage of equipment and vehicles	\$574,820
86	Allwaste	91-410 Komohana Street	Kapolei	HI	US	Office, equipment repair shop, storage of equipment and vehicles	\$485,617
87	Allwaste	1600 3rd Street S.E.	Cedar Rapids	IA	US		\$595,000
88	Allwaste	305 21st Street	Comanche	IA	US		\$558,700
89	Allwaste	305 21st Street	Comanche	IA	US	Transportation/contractor service facilities	\$0
90	PESC	210 West Sand Bank Rd.	Columbia	IL	US	Consulting and Corporate Office	\$8,426,517

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
91	PESC	510 DD Road	Columbia	IL	US	Consulting Office - Drilling, remediation and demolition	\$8,100,000
92	Allwaste	803 E. 120th St.	Chicago	IL	US	Container goup on-site tank cleaning	\$7,440,435
93	Luria	2500 E. 23 St.	Grand City	IL	US	Metals Recycling	\$6,923,450
94	Allwaste	23313 W. Eames	Channahon	IL	US	Container goup on-site tank cleaning	\$2,040,977
95	Luria	3210 Watling St.	E. Chicago IL	IL	US	Metals Recycling	\$1,610,850
96	Allwaste	3147 W. Chain of Rocks Rd.	Granite City	IL	US	Container goup on-site tank cleaning	\$1,144,262
97	Allwaste	17th Street West	Cairo	IL	US	Container goup on-site tank cleaning	\$614,734
98	Allwaste	260 Alessia Drive	Joliet	IL	US		\$595,000
99	Luria	85 W. Algonquin Rd.	Arlington Heights	IL	US	Commercial Office	\$91,700
100	Nortru	679 Parkwood Ave., Ste. A	Romeoville	IL	US	Drum transfer facility (leased)	\$55,000
101	PESC	701 E. 120th St.	Chicago	IL	US	Consulting Office Remediation (leased)	\$25,000
102	Waxman	1804 N. Naper Blvd	Naperville	IL	US	Office (leased)	\$12,000
103	Luria	Burns Harbor Yard	Chesterton	IN	US	Metals Recycling	\$20,133,300
104	Reclaimers	6928 North 400 East.	Kendallville,	IN	US	Copper & aluminum wire shredding	\$9,402,000
105	Allwaste	2530 Indianapolis Blvd.	Whiting	IN	US		\$1,280,233
106	Allwaste	1401 Summer Street	Hammond	IN	US		\$839,380
107	PESC/D&L	2155 Willowcreek Rd.	Portage	IN	US	Engineering Consulting Offices	\$300,000
108	Roth Bros.	2741 Foundation Dr.	South Bend	IN	US	Storage of ingots.	\$100,000
109	Intermetco/US	1425 N. Washington Blvd.	Camarche	IO	US	Inventory, storage	\$400,000
110	Luria	1153 S. 12th St.	Kansas City	KS	US	Metals Recycling	\$233,750
111	Allwaste	2600 Millers Lane	Louisville	KY	US	Container goup on-site tank cleaning	\$2,651,840
112	Allwaste	5526 Industrial Pkwy.	Calvert City	KY	US		\$556,980
113	Allwaste	8023 Crider Drive	Catletsburg	KY	US		\$0
114	Conoco	2200 Old Spanish Trail	Westlake	LA	US	wastewater mgnt	\$25,000,000
115	Allwaste	268 Powerline Blvd	Reserve	LA	US	Transportation/contractor service facilities	\$4,794,724
116	ServTech/US	3838 N. Causeway #2200	Metarie	LA	US	Office	\$3,450,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
117	Allwaste	543 Renaud	Lafayette	LA	US	Transportation/contractor service facilities	\$2,435,000
118	Intsel SW	101 Metals Drive	Lafayette	LA	US	Warehouse	\$2,406,465
119	Magnolia	2654 (3654) Mission Drive	Baton Rouge 70896	LA	US	Repair Garage, Contractor's Warehouse, Office	\$1,874,885
120	Allwaste	Highway 87	Jeanerette	LA	US	Transportation/contractor service facilities	\$1,815,000
121	Allwaste	6735 Airline Hwy	Baton Rouge	LA	US	Container group on-site tank cleaning	\$1,771,972
122	Allwaste	6741 Airline Hwy	Baton Rouge	LA	US	Container group on-site tank cleaning	\$1,596,878
123	ServTech/US	330 Walcot	Westlake	LA	US	Office & storage of maintenance equipment	\$1,155,000
124	Allwaste	40360 Hwy 23 South	Boothville	LA	US	Transportation/contractor service facilities	\$1,070,000
125	Allwaste	9743 Hwy. 90 East	Morgan City	LA	US	Transportation/contractor service facilities	\$1,057,000
126	Allwaste	138 Tiger Court	Morgan City	LA	US	Transportation/contractor service facilities	\$990,000
127	Allwaste	101 Industrial Drive	Sulphur	LA	US	Transportation/contractor service facilities	\$958,986
128	Allwaste	149 Keating Drive	Belle Chase	LA	US	Transportation/contractor service facilities	\$660,000
129	ServTech/US	456 Highlandia	Baton Rouge	LA	US	Office & storage of maintenance equipment	\$480,000
130	Allwaste	21148 Highway 1	Golden Meadow	LA	US	Transportation/contractor service facilities	\$415,000
131	ServTech/US	1019 North Crocker St.	Sulphur	LA	US	Office & storage of maintenance equipment	\$410,000
132	ServTech	2104 Engineers Rd.	Belle Chasse	LA	US	Office	\$360,000
133	Allwaste	101 Industrial Drive	Sulphur	LA	US	Transportation/contractor service facilities	\$304,472
134	Allwaste	6745 Airline Hwy Ste 100	Baton Rouge	LA	US	Transportation/contractor service facilities	\$295,000
135	ServTech	1020 Florida Blvd.	Baton Rouge	LA	US	Office	\$180,000
136	ServTech	210 Toledo Dr.	Lafayette	LA	US	Office	\$160,000
137	Allwaste	206 Falgout Canal	iot, Terribone Pa	LA	US	Transportation/contractor service facilities	\$110,000
138	Intermetco/US	1250 I & A Road	Metalrie	LA	US	Inventory, storage	\$80,000
139	Piping	16563 Airline Highway	Prairieville	LA	US	Office/shop	\$80,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
140	ServTech	1055 Convention St.	Baton Rouge	LA	US	Office	\$25,000
141	ServTech/US	330 Walcot	Westlake	LA	US	Office	\$5,000
142	Allwaste	6745 Airline Highway	Baton Rouge	LA	US	Admin./staffing	\$0
143	Allwaste	3715 Highway 27S	Sulphur	LA	US	Transportation/contractor service facilities	\$0
144	Allwaste	Highway 7	Cullen	LA	US	Transportation/contractor service facilities	\$0
145	Allwaste	57 E. Main St, #209	Westborough	MA	US		\$1,465,602
146	Allwaste		Charlton	MA	US		\$595,000
147	Allwaste	3300 Childs Street	Baltimore	MD	US		\$1,019,400
148	Allwaste	7661 Assateague Drive	Jessup	MD	US	Container group on-site tank cleaning	\$755,610
149	Philip\BEI	10895 Guilford Rd.	Annapolis Junc.	MD	US	Office (leased)	\$10,000
150	Allwaste	31 Waldron Way	Portland	ME	US		\$1,321,040
151	Allwaste	344 River Road	Mexico	ME	US		\$300,040
152	Allwaste	22 Alden Street	Bangor	ME	US		\$293,640
153	Allwaste	31 Waldron Way	Portland	ME	US	Admin./staffing	\$2,785
154	Nortru	11555 Freud	Detroit	MI	US	Hydrocarbon reclamation and waste derived fuel processing (Petro-Chem)	\$18,980,000
155	Nortru	663 Lycaste	Detroit	MI	US	Paint overspray management services (Paint Services Group)	\$12,079,000
156	CRS	12381 Schaefer Hwy	Detroit	MI	US	Treatment of industrial inorganic waste and organic contaminated waste water	\$10,121,400
157	Nortru	421 Lycaste Rd.	Detroit	MI	US	Solvent reclamation storage and custom blending (S.D.G.)	\$6,975,000
158	Luria	4100 Westfield Ave	Ecorse	MI	US	Metals Recycling	\$6,900,000
159	Nortru	611 Hillger	Detroit	MI	US	Metal container recycling, solvent rag reclamation (Nortru Resources)	\$6,877,500
160	Nortru	515 Lycaste Road	Detroit	MI	US	Corporate Office	\$2,686,000
161	Allwaste	130 S. Green St.	Detroit	MI	US	Container group on-site tank cleaning	\$2,338,285
162	Nortru	11700 Freud	Detroit	MI	US	Liquid and hazardous waste transportation operation (Transportation Group)	\$1,654,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
163	Nortru	421\501 Lycaste	Detroit	MI	US	Hydrocarbon reclamation and waste derived fuel processing	\$1,159,000
164	Nortru	500 St. Jean	Detroit	MI	US	Office, warehouse (Solvent International)	\$460,000
165	Other	2390 O'Leary	Jackson	MI	US	Residence	\$75,000
166	Other	3780 McGill Rd.	Jackson	MI	US	Residence	\$50,000
167	Nortru	S of Jefferson N of Edie	Detroit	MI	US	5 acres vacant land	\$0
168	RMF	980 South Dix	Detroit	MI	US	Office	\$0
169	Allwaste	312 Vermillion Street	Hastings	MN	US		\$382,491
170	Warrenton Resources	1710 Daniel Boone Industrial Park	Truesdale	MO	US	Smelting facility, production of copper alloys from scrap	\$20,492,000
171	Steiner Liff	3618-3850 Hall St.	St. Louis	MO	US	Metals Recycling	\$14,744,800
172	Nortru Solvent	716 Mulberry St.	Kansas City	MO	US	Bulk and drum waste, processing of supplemental fuel.	\$8,495,000
173	Allwaste	15018 Nation Rd. (Temp)	Kearney	MO	US	Transportation/contractor services facilities	\$1,226,400
174	Nortru Solvent	801 Mulberry St.	Kansas City	MO	US	Warehouse	\$500,000
175	Nortru Solvent	1330 West 8th	Kansas City	MO	US	Warehouse	\$200,000
176	ServTech/US	851 Highway 79 S	Winfield	MO	US	Office & storage of maintenance equipment	\$180,000
177	Nortru	700 Mulberry St.	Kansas City	MO	US	Office (leased)	\$165,000
178	Luria	5992 Howdershell Blvd.	Hazelwood	MO	US	Commercial Office	\$126,800
179	Luria	3005 Manchester Tfwy.	Kansas City	MO	US	Metals Recycling	\$84,500
180	ServTech/US	851 Highway 79 S	Winfield	MO	US	Office & limited storage of chemicals	\$15,000
181	Intermetco	9700 Wateon Road, 5th Floor	St. Louis	MO	US	Office	\$4,000
182	Allwaste	Highway 3 North	Redwood	MS	US	Transportation/contractor service facilities	\$0
183	Allwaste	3415 Edgewood Drve	Miles City	MT	US	Container goup on-site tank cleaning	\$3,649,254
184	Allwaste	2539 Old Hardin Rd.	Billings	MT	US	Transportation/contractor service facilities	\$525,000
185	Allwaste	1201 Exchange St.	Charlotte	NC	US	Container goup on-site tank cleaning	\$4,919,416
186	Allwaste	3900 Highway 29	Harrisburg	NC	US	Transportation/contractor service facilities	\$775,155
187	Allwaste	1 Harden Court	Mooreville	NC	US		\$700,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
188	Allwaste	1 Harden Court	Moorestville	NC	US		\$700,000
189	Allwaste	Old Red Trail	Mandan	ND	US		\$0
190	Republic	Cenco Blvd.	Clayton	NJ	US	Oil recycling plant, construction office and garage	\$4,984,000
191	Allwaste	50C Caven Point Avenue	Jersey City	NJ	US	Container group on-site tank cleaning	\$4,186,357
192	ServTech/US	R.D. 1 Box 23F	Swedesboro	NJ	US	Office & storage of maintenance equipment	\$160,000
193	ServTech/US	R.D. 1 Box 23F	Swedesboro	NJ	US	Offices	\$5,000
194	Conversion Resources	9 Sylvan Way, #390	Parsippany	NJ	US	Rented offices	\$0
195	PESC	4000 Monroe Road	Farmington	NM	US	Consulting Office - Remediation (leased)	\$568,201
196	21 st. Cent.	2095 Newlands Dr.	Fernely	NV	US	Recycling Plant	\$7,915,000
197	Roth Bros.	Rear of 6223 Thompson Rd. E.	Syracuse	NY	US	Smelting of aluminum ingots; mfg. secondary aluminum alloys	\$30,925,000
198	Waxman/Nyne x	2-4 Glenshaw Street	Orangeberg	NY	US	Material sorting and wire chopping	\$13,500,000
199	Allwaste	33 South Hyde Park Blvd	Niagara Falls	NY	US	Container group on-site tank cleaning	\$1,310,471
200	21 st. Cent	120 South 4th St.	Bayshore	NY	US	Transfer, storage & disposal of hazardous waste	\$1,110,000
201	Allwaste	17 Saratoga Road	Gansevoort	NY	US		\$297,040
202	PESC	1820 Elmwood Ave	Buffalo	NY	US	Consulting Office (leased)	\$115,000
203	Roth Bros.	6212 Thompson Rd.	Syracuse	NY	US	Garage	\$60,000
204	Waxman	1170 Fairport Nursery Rd.	Painesville	OH	US	Secondary Aluminum smelting, processing scrap aluminum into DEOX (leased)	\$20,542,000
205	RMF	671 Spencer Street	Toledo	OH	US	Office, contracting, industrial services, metal fabrication	\$9,596,600
206	Luntz	1344 Bowman St.	Mansfield	OH	US	Ferrous scrap processing	\$8,609,806
207	Luntz	3101 Varley SW	Canton	OH	US	Ferrous processing plant	\$8,152,769
208	Luria	Big Beaver Bldg.	Brook Prk	OH	US	Metals Recycling	\$7,889,500
209	Luntz	1800 Allen Ave SE	Canton	OH	US	Non-ferrous metal processing plant	\$6,440,693
210	Republic	33 Industry Drive	Bedford	OH	US	Hazardous waste treatment plant	\$6,074,400

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
211	Luntz	1528 North River Rd.	Warren	OH	US	Ferrous scrap processing; Steel Division	\$5,383,626
212	Luntz	2205 Parsons Ave.	Columbus	OH	US	Shredder	\$4,030,191
213	Allwaste	10671 Evendale Drive	Cincinnati	OH	US	Container group on-site tank cleaning	\$3,608,051
214	Conversion Resources	7700 Medusa St.	Cleveland	OH	US	Non-Ferrous Metal Processing	\$3,500,000
215	Luntz	4250 East 68th St.	Cleveland	OH	US	Ferrous scrap processing; plastic recycling	\$3,457,105
216	Luria	20521 Chagrin Blvd	Shaker Heights	OH	US	Commercial Office	\$2,725,000
217	Cousins Waste Control	1701 Matzinger Road	Toledo	OH	US	Office, Warehouse, for Industrial Environmental Services	\$2,505,000
218	Allwaste	1291 West Mound St	Columbus	OH	US	Container group on-site tank cleaning	\$2,375,216
219	Luntz	237 East Tuscarawas	Canton	OH	US	Office	\$2,028,000
220	Allwaste	4830 Briar Rd.	Cleveland	OH	US	Container group on-site tank cleaning	\$1,730,670
221	Allwaste	6626 State Rt. 795	Walbridge	OH	US	Container group on-site tank cleaning	\$661,475
222	Allwaste	2017 Valley St	Dayton	OH	US		\$462,616
223	Republic/US	7140 Kirk Road	Walton Hills	OH	US	Leased office and garage	\$457,000
224	Luntz	2025 Dueber Ave.	Canton	OH	US	Crane repair shop	\$111,392
225	Luria	8143 Beachwood Ave.	Baltimore	OH	US	Commercial Office	\$78,300
226	Luria	400 Technecenter Dr. Ste. 403	Milford	OH	US	Commercial Office	\$57,900
227	Luntz	4119 Etna	Canton	OH	US	Office, Garage	\$51,500
228	PESC	671 Spencer Street	Toledo	OH	US	Office, contracting, industrial services, metal fabrication/Shared space with RMF	\$50,000
229	PESC	6006 Groveport Road	Groveport	OH	US	(Vacant)	\$0
230	Allwaste	1291 W. Mound Street	Columbus	OH	US		\$0
231	Allwaste	10671 Evendale Drive	Cincinnati	OH	US		\$0
232	Allwaste	1516 Findley Road	Lima	OH	US		\$0
233	Piping	1520 S. 129 W. Ave	Sand Springs	OK	US	Office/shop	\$3,960,000
234	Intsel SW	5380 Arkansas Rd. Tulsa	Port Catoosa	OK	US	Warehouse	\$3,899,845
235	Allwaste	215N. Walnut	Sapulpa	OK	US	Transportation/contractor service facilities	\$674,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
236	Allwaste	215N. Walnut	Sapulpa	OK	US	Transportation/contractor service facilities	\$290,000
237	Allwaste	2350 Three Lakes Rd. SE	Albany	OR	US	Office, equipment repair shop, storage of equipment and vehicles	\$290,000
238	PESC	2525 NE Twin Knolls Drive	Bend	OR	US	Lab Analysis (leased)	\$125,000
239	Meklo, Inc.	878 NW Dunbar	Troutdale	OR	US	Leased Sales office	\$15,000
240	Luria	South 1st Ave.	Coatesville	PA	US	Metals Recycling	\$14,733,900
241	Republic	2869 Sandstone Drive	Hatfield	PA	US	Hazardous waste material treatment plan	\$6,622,000
242	Luria	4100 Westfield Ave	Beaver falls	PA	US	Metals Recycling	\$5,841,100
243	PASC	4418 Pottsville Pike	Reading	PA	US	Environmental Laboratory (MDS)/(SSM)	\$3,086,558
244	Allwaste	Rt. 51 & Pittsburgh Ave	Coraopolis	PA	US	Container goup on-site tank cleaning	\$2,561,214
245	Luntz	591 Duquesne Blvd.,	Duquesne	PA	US	Cold briquetting operation	\$2,550,000
246	Allwaste	105 Tanker Lane	Parker	PA	US	Container goup on-site tank cleaning	\$2,327,623
247	PESC/D&L	4 Gateway Center, 12th Flr.	Pittsburgh	PA	US	Head Office	\$1,250,000
248	Republic/US	21 Church Road	Hatfield	PA	US	Owned trucking office and garage	\$900,000
249	PESC	10 Duff Road, Suite 500	Pittsburgh	PA	US	Consulting Office (leased)	\$610,526
250	Republic/US	2337 North Penn Road	Hatfield	PA	US	Leased office and warehouse	\$325,000
251	PESC/JACA	550 Pinetown Rd.	Fort Washington	PA	US	Consulting Office	\$313,000
252	PESC/D&L	701 Market St., 2nd Flr.	Philadelphia	PA	US	Engineering Consulting Offices	\$300,000
253	PESC/D&L	1200 Lebanon Rd	W. Mifflin	PA	US	Records Storage Site	\$250,000
254	Intermetco/US	127 Cannelton Road	Darlington	PA	US	Inventory, storage	\$250,000
255	Luria	1300 Virginia Dr. Ste. 230	Ft Washington	PA	US	Commercial Office	\$81,600
256	Intermetco	1787 Sentry Pkwy., Bldg.#18	Blue Bell	PA	US	Office	\$2,500
257	21st. Cent.	25 Graystone St.	Warwick	RI	US	Recycling Plant	\$7,685,700
258	21st. Cent.	275 Allens Ave.	Providence	RI	US	Office and warehouse, Lab and Storage	\$5,910,000
259	Petro Chem	2324 Vernsdale Rd.	Rock Hill	SC	US	Fuel blending operation, solids processing operation and waste water treatement (internal).	\$25,259,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
260	Allwaste	2166 Milford St	Charleston	SC	US	Container group on-site tank cleaning	\$793,214
261	Meklo, Inc.	100 Main St. South, Ste. H	Summerville	SC	US	Leased Sales office	\$25,000
262	Steiner Liff	South First, Second & Third St.	Nashville	TN	US	Metals Recycling	\$34,462,100
263	Luria	215 Sth. Front St.	Memphis	TN	US	Metals Recycling	\$12,000,000
264	Southern Foundrys	1021 W. 19th st. (aka. 950 W. 19th st.)	Chattanooga	TN	US	Scrap Processing	\$10,775,000
265	Steiner Liff	710 South First Ave.	Nashville	TN	US	Metals Recycling	\$9,914,350
266	Steiner Liff	Hwy. 27	Harriman	TN	US	Metals Recycling	\$8,219,500
267	Southern Foundrys	2826 N. Central Ave.	Knoxville	TN	US	Scrap Processing	\$5,850,000
268	Knox	822 Richards St.	Knoxville	TN	US	Main Office, Warehouse	\$4,304,000
269	Southern Foundrys	100 Hamill Rd	Chattanooga	TN	US	#REF!	\$3,250,000
270	Southern Foundrys	980, 981, 982 W. 19th St.	Chattanooga	TN	US	Office and Scrap Processing	\$2,800,000
271	Steiner Liff	440 South Front St.	Rockwood	TN	US	Metals Recycling	\$2,405,525
272	Steiner Liff	200 & 220 Davidson st.	Nashville	TN	US	Metals Recycling	\$1,458,000
273	Southern Foundrys	970 W. 19th St.	Chattanooga	TN	US	Fabrication facility	\$1,376,000
274	Southern Foundrys	N. Central St. Central Ind. Park	Knoxville	TN	US	Office, Warehouse, Maintenance	\$1,000,000
275	Knox	822 Richards St.	Knoxville	TN	US	Main Shop	\$950,000
276	Southern Foundrys	1000 W. 19th St.	Chattanooga	TN	US	Scrap Processing	\$930,000
277	Southern Foundrys	965 W. 19th St.	Chattanooga	TN	US	Scrap Processing baler yard	\$600,000
278			Memphis	TN	US	Construction Trailers	\$265,000
279	Knox	822 Richards St.	Knoxville	TN	US	Usable Stock Bldg.	\$234,000
280	Steiner Liff	Sylvan, Crutcher and Davidson St.'s	Nashville	TN	US	Metals Recycling	\$200,000
281	Knox	822 Richards St.	Knoxville	TN	US	Truck Scale Bldg.	\$85,000
282	Knox	822 Richards St.	Knoxville	TN	US	Aluminum Can Bldg.	\$80,000
283	Knox	814-4th St.	Knoxville	TN	US	Rented Dwelling	\$65,000
284	Southern Foundrys	2011 Curtain Pole Rd.	Chattanooga	TN	US	#REF!	\$10,000

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
285	ServTech/US	8304 Chimney Rock	Cordova	TN	US	Office & storage of maintenance equipment	\$5,000
286	Allwaste	1631 Highway 75	Blountsville	TN	US	Transportation/contractor service facilities	\$0
287	Allwaste	Highway 57	Counce	TN	US	Transportation/contractor service facilities	\$0
288	Knox	2210 Washington Pike	Knoxville	TN	US	Rented Dwelling	\$0
289	Intsel SW	11310 W. Little York, Harris Cty	Houston	TX	US	Office, warehouse	\$33,377,791
290	Intsel SW	1585 Edgefield Way	Cedar Hill	TX	US	Office, warehouse	\$6,708,818
291	ServTech	5200 Cedar Crest Blvd	Houston	TX	US	office	\$6,100,000
292	Intsel SW	9901 Doerr Dr San Antonio,	Schertx	TX	US	Office, warehouse	\$4,687,496
293	Allwaste	2131 Progressive Dr.	Irving	TX	US	Waste water treatment facility	\$4,267,330
294	Allwaste	11110 Hwy. 225	Laporte	TX	US	Container goup on-site tank cleaning	\$3,566,955
295	Allwaste	1024 S. Front St.	Angleton	TX	US	Container goup on-site tank cleaning	\$3,343,851
296	CRS	405 Powell St.	Avalon	TX	US	Bulk and drum wastes, processing of supplemental fuels	\$3,332,000
297	ServTech/US	6845 Dixie Drive	Houston	TX	US	Office	\$2,850,000
298	INCAT	4313 FM 2351	Friendswood	TX	US	Office/shop	\$2,689,800
299	Allwaste	5151 San Felipe, #1600	Houston	TX	US		\$2,490,000
300	Allwaste	5151 San Felipe, #1600	Houston	TX	US		\$2,490,000
301	Chem-Fab	212 Commerce Street	Freeport	TX	US	Shop	\$1,661,298
302	Meklo, Inc.	4050 Homestead Rd	Houston	TX	US	Corp. office/TSD facility	\$1,275,000
303	ServTech/US	6845 Dixie Drive	Houston	TX	US	Office & storage of maintenance equipment	\$1,260,000
304	PESC	3010 Greens Road	Houston	TX	US	Consulting Office - Remediation (leased)	\$1,170,449
305	PESC/IAM	2525 McAllister	Houston	TX	US	Consulting Office and Warehouse: Project management, asbestos abatement (leased)	\$1,040,132
306	Allwaste	316 Georgia Street	Deer Park	TX	US	Transportation/contractor service facilities	\$950,154
307	Chem-Fab	911 S. Highway 288B	Clute	TX	US	Shop	\$861,785
308	Allwaste	9014 Agnes St	Corpus Christi	TX	US	Transportation/contractor service facilities	\$794,049

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
309	ServTech	5200-A Cedar Crest Blvd.	Houston	TX	US	Office & minor manufacturing	\$690,000
310	Allwaste	5151 San Felipe, #1600	Houston	TX	US		\$690,000
311	Allwaste	5151 San Felipe, #1500	Houston	TX	US		\$690,000
312	ServTech/US	506 Nebraska South	Houston	TX	US	Office & storage of refractory material	\$635,000
313	ServTech	5200 Cedar Crest Blvd.	Houston	TX	US	Office & limited storage of chemicals	\$565,000
314	Southwest Utilities	3010 Kowis	Houston	TX	US	Waste Water/Treatment Plant, Warehouse (Greenwood Village) (leased)	\$487,800
315	Allwaste	216 Jeffers Road	Oyster Creek	TX	US	Transportation/contractor service facilities	\$479,725
316	Allwaste	1840 Suntide Rd	Corpus Christi	TX	US	Transportation/contractor service facilities	\$448,500
317	Allwaste	6300 W. Port Arthur Rd.	Beaumont	TX	US	Transportation/contractor service facilities	\$432,621
318	Allwaste	7000 Northwest Dr, Suite 100	Houston	TX	US	Transportation/contractor service facilities	\$399,197
319	Piping	1730 City View Drive	Wichita Falls	TX	US	Office	\$375,000
320	Piping	1188 North Street	Vidor	TX	US	office	\$350,000
321	Chem-Fab	217 Commerce Street	Freeport	TX	US	Office	\$335,010
322	Intermetco/US	13609 Industrial Blvd.	Houston	TX	US	Inventory, Storage	\$250,000
323	ServTech	5470 Hagner Rd.	Beaumont	TX	US	Office	\$180,000
324	ServTech	6060 Brookglen, Bldg. B	Houston	TX	US	Office	\$180,000
325	Southwest Utilities	1915 1/2 Ald Park lane	Houston	TX	US	Water Plant	\$180,000
326	Southwest Utilities	3101 Cedar Hill	Houston	TX	US	Water Plant (Greenwood Village)	\$176,100
327	ServTech	5200 Cedar Crest Blvd.	Houston	TX	US	Office & storage of maintenance equipment	\$170,000
328	PESC	7904 Interstate 20 West	Midland	TX	US	Consulting Office - Remediation (leased)	\$164,918
329	Southwest Utilities	14902 Sellers	Houston	TX	US	Waste Water Treatment Plant (Colonial Hills)	\$161,200
330	Southwest Utilities	14816 Lilja,	Houston	TX	US	Water Plant (Colonial Hills)	\$140,000
331	Southwest Utilities	.4322 Acres of Res. 8/j Arrowhead	Willis	TX	US	Water Plant	\$93,900

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
332	Southwest Utilities	3210 Wardmont,	Houston	TX	US	Water Plant (Greenwood Village)	\$80,000
333	Southwest Utilities	1913 West Loop Dr.	El Campo	TX	US	Water and waste water services (leased)	\$75,000
334	Luria	2500 City West Blvd Ste. 640	Houston	TX	US	Commercial Office	\$63,000
335	Meklo, Inc.	1013 Wall St.	El Paso	TX	US	Transfer facility	\$50,000
336	Southwest Utilities	P11293 Water System/Lake Conroe West	Conroe	TX	US	Water Plant	\$47,000
337	Southwest Utilities	Sec 4 B6, Res. A	Brazoria	TX	US	Water Plant	\$42,000
338	Southwest Utilities	Sec 280 AC/Tres Palacios Oaks	Blessing	TX	US	Water Plant	\$41,900
339	Southwest Utilities	2700 Bertrand	Houston	TX	US	Water Plant	\$36,400
340	Southwest Utilities	S5 Tract I	Willis	TX	US	Water Plant	\$33,900
341	Southwest Utilities	1143 Kittycrest	Houston	TX	US	Water Plant (Aldine Meadows)	\$31,700
342	Southwest Utilities	13619 Terlin	Houston	TX	US	Water Plant (Kenwood)	\$31,100
343	Southwest Utilities	16310 Ravenswood	Magnolia	TX	US	Water Plant (Pine Vista)	\$30,800
344	Southwest Utilities	11901 1/2 Comet	Houston	TX	US	Water Plant (Dorsett Place)	\$30,800
345	Southwest Utilities	B3, L119, S/2	Montgomery	TX	US	Water Plant (Forest Woods)	\$30,700
346	ServTech/US	2110 Federal Road	Houston	TX	US	Office & fabrication shop	\$30,000
347	Southwest Utilities	1814 Norlinda	Houston	TX	US	Water Plant (Stettner-Norlinda)	\$29,300
348	Southwest Utilities	25133 Broughton	Houston	TX	US	Water Plant	\$26,500
349	Southwest Utilities	15904 Spinks	Alvin	TX	US	Water Plant (Oak Bend)	\$24,500
350	Southwest Utilities	Parcel Tract of L113/Tidewater Oaks	Blessing	TX	US	Water Plant	\$23,700
351	Southwest Utilities	1306 Regina	Houston	TX	US	Water Plant (Bergville)	\$22,600
352	Southwest Utilities	Piney Point Water System	Conroe	TX	US	Water Plant	\$20,700

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
353	Southwest Utilities	Parcel of L75 & 76	Blessing	TX	US	Water Plant	\$18,600
354	Southwest Utilities	Lt. 1D 4C G H & H/Bernard Acres	Brazoria	TX	US	Water Plant	\$15,000
355	Southwest Utilities	32618 Dogwood	Magnolia	TX	US	Water Plant	\$10,700
356	Southwest Utilities	L25, E/2	Conroe	TX	US	Water Plant (Airport Heights)	\$9,600
357	Southwest Utilities	Sec 1, L95/Hidden Forest	Montgomery	TX	US	Water Plant	\$8,200
358	Southwest Utilities	B14, L17A,	Splendora	TX	US	Water Plant (Maywood Acres)	\$8,100
359	Allwaste	5872-A Everhart	Portland	TX	US	Admin./staffing	\$8,005
360	Southwest Utilities	Liard	New Caney	TX	US	Water Plant	\$7,700
361	Allwaste	5151 San Felipe, Suite 1600	Houston	TX	US	Admin./staffing	\$3,138
362	Allwaste	316 Georgia Ave.	Deer Park	TX	US	Admin./staffing	\$0
363	Allwaste	202 21st Street South	Texas City	TX	US	Transportation/contractor service facilities	\$0
364	Allwaste	2737 Briargrove #109	Houston	TX	US		\$0
365	Allwaste	2737 Briargrove #109	Houston	TX	US		\$0
366	Southwest Utilities	NE corner, L9 B4,	New Caney	TX	US	Water Plant (Airport Heights)	\$0
367	Allwaste	2703 Cartwright St.	Dallas	TX	US	Waste water treatment facility	\$0
368	CRS	114412 Export	Webb Cy Laredo	TX	US	Drum transfer facility (leased)	\$0
369	CRS	925 Lomaverde	El Paso	TX	US	Drum transfer facility (leased)	\$0
370	Allwaste	2525 South 1100 West	Woodscross	UT	US	Transportation/contractor service facilities	\$737,927
371	Allwaste	2525 South 1100 West	Woodscross	UT	US	Transportation/contractor service facilities	\$665,000
372	Allwaste	2525 South 1100 West	Salt Lake City	UT	US	Transportation/contractor service facilities	\$290,000
373	Intermetco/US	1625 N. Cannon Place	Vineyard	UT	US	Inventory, storage	\$100,000
374	Meklo, Inc.	455 E. 400 South	Salt Lake City	UT	USA	Sales office	\$25,000
375	Meklo, Inc.	1845 South 3480 West	Salt Lake City	UT	USA	leased parking for trailers	\$5,000
376	Bellwood (Reynolds)	1711 Reymet Rd.	Richmond	VA	US	Aluminum Smelting	\$36,746,000
377	Ashland	309 Quarles Rd.	Ashland	VA	US	Material sorting and wire chopping (leased)	\$5,137,215

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
378	Meklo, Inc.	7940 Notes Dr.	Manassas	VA	USA	Transfer facility	\$85,000
379	Philip\BEI	734 South Lucile St.	Seattle	WA	US	Georgetown - Chemical Waste treatment, storage and disposal facility	\$13,115,771
380	Philip\BEI	20245 77th Ave. South	Kent	WA	US	Kent - Chemical Waste treatment, storage and disposal facility	\$10,276,594
381	Philip\BEI	1100 Oakesdale Ave.	Renton	WA	US	Corporate Office (leased)	\$9,468,149
382	Philip\BEI	1701 E. Alexander Ave.	Tacoma	WA	US	Tacoma - Chemical Waste treatment, storage and disposal facility	\$5,698,832
383	Philip\BEI	625 South 32nd St.	Washougal	WA	US	Washougal - Chemical Waste treatment, storage and disposal facility	\$3,243,986
384	Philip\BEI	955 Powell Ave SW	Renton	WA	US	Lab, offices and warehouse (leased)	\$2,756,646
385	Phillip\BEI	1011 Western Ave., Ste 700	Seattle	WA	US	Former Corporate Office sub-leased to third parties (leased)	\$1,000,000
386	PESC	P.O Box 3552 955 Powell Ave. S.W.	Renton	WA	US	Consulting Office (leased)	\$903,913
387	Allwaste	1806 Baker Way Loop #136	Kelso	WA	US	Office, equipment repair shop, storage of equipment and vehicles	\$780,000
388	Philip\BEI	1629 E. Alexander Ave.	Tacoma	WA	US	Resource Recovery - Transportation services for solids, drum, bulk, solids and roll-off	\$726,877
389	Allwaste	2409 Talleyway	Kelso	WA	US	Office, equipment repair shop, storage of equipment and vehicles	\$415,000
390	Allwaste	7117 NE 47 Ave.	Vancouver	WA	US	Office, equipment repair shop, storage of equipment and vehicles	\$405,000
391	Allwaste	4430 Pacific Hwy.	Bellingham	WA	US	Office, equipment repair shop, storage of equipment and vehicles	\$325,000
392	Allwaste	2218 112 St East	Tacoma	WA	US	Office, equipment repair shop, storage of equipment and vehicles	\$305,000
393	Philip\BEI	5501 Airport Way South	Seattle	WA	US	Georgetown - Office	\$285,000
394	Intermetco	318 W. Boone Ave., Suite 250	Spokane	WA	US	Office	\$2,500
395	Philip BEI	2001 W. Garfield	Seattle	WA	US	Pier 91 - Not Operational (leased)	\$0

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
396	Allwaste	2500 48th Street South	insconsin Rapi	We	US		\$0
397	Plasma Processing	Route 2 South, Jackson Cnty Ind. Centre	Milwood	WV	US	Currently non-operating Aluminum Dross processing	\$17,719,000
398	Luria	8th St. Benwood Ind. Park	Benwood	WV	US	Metals Recycling	\$84,900
399	Intermetco/US	Inventory stored at temporary premises			US	Inventory, storage	\$0
400	Pearce	7/8 Christow Road	Exeter	Devon	UK	Office & cold processing	\$2,562,456.00
401	Pearce	Sutton Road	Plymouth	Devon	UK	Cold processing, scrap metal	\$880,425.00
402	Pearce	Rock Road	Torquay	Devon	UK	Cold processing, scrap metal	\$100,620.00
403	Other	44 Davies Street, 2nd Floor	London	EN	UK	Office (leased)	\$167,700.00
404	Other	West Block AIB Int'l Centre IFSC	Dublin	IR	UK	Offices (leased)	\$0.00
405	Pearce	Seven Brethren Bank	Barnstaple	N. Devon	UK	Cold processing, scrap metal	\$494,715.00
406	Pearce	Priory Way	Taunton	Somerset	UK	Cold processing, scrap metal	\$367,263.00
407	Allied Metals	Avonmouth,	Bristol	UK	UK	Cold Processing scrap metal, ferrous, non-ferrous.	\$13,162,122.32
408	Allied Metals	Rover Way,	Cardiff	UK	UK	Cold Processing scrap metal, ferrous, non-ferrous.	\$6,175,733.62
409	Allied Metals	Long Marston	Warwickshire	UK	UK	Non-ferrous metals separation.	\$6,151,011.28
410	Allied Metals	Yately, Camberley	Hants	UK	UK	Cold Processing scrap metal, ferrous, non-ferrous	\$4,926,048.31
411	ServTech/UK	Thornley House, Carrington Business Park	rston, Manchest	UK	UK	Office & limited storage of chemicals	\$4,745,910.00
412	Allied Metals	Skewen,	W. Glamorgan	UK	UK	Cold Processing scrap metal, ferrous, non-ferrous	\$4,274,496.92
413	Allied Metals	Peterborough	Cambs	UK	UK	Cold Processing scrap metal, ferrous, non-ferrous	\$789,541.66
414	Allied Metals	Bodmin	Cornwall	UK	UK	Cold Processing scrap metal	\$557,693.06
415	Allied Metals	Cinderford	Gloucestershire	UK	UK	Cold processing scrap metal, ferrous, non-ferrous	\$444,405.00
416	Allied Metals	Beaufort Square, Chepstow	Gwent	UK	UK	Office	\$412,107.66
417	Allied Metals	Reading	Berks	UK	UK	Non-Ferrous metals separation.	\$282,608.04
418	Allied Metals	Newbury,	Berks	UK	UK	Office	\$276,631.21
419	Allied Metals	Camborne	Cornwall	UK	UK	Cold Processing scrap metal, ferrous, non-ferrous	\$270,369.29
420	Allied Metals	Workingham	Berkshire	UK	UK	Cold Processing, scrap metal, ferrous, non-ferrous	\$252,973.77

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
421	Allied Metals	Membury	Berks	UK	UK	Vehicle maintenance, storage depot.	\$57,475.82
422	Allied Metals	Hamble	Hants	UK	UK	Office	\$10,804.91
423	Pearce	Bath Road	Brislington		UK	Cold processing, scrap metal	\$145,899.00
424	Allwaste	Seneca #65	ol. Polanco, 115	Mexico	Mexico	Container group - on site tank cleaning	\$498,371
425	Allwaste	Seneca #65	ol. Polanco, 115	Mexico	Mexico	Container group - on site tank cleaning	\$412,343
426	Allwaste	No. 205 Altos	Matamoros, Ta	Mexico	Mexico		\$294,000
427	Sessa	Calle Jose Salvtierra Lot 1-B	Tijuana B.C.	Mexico	Mexico	Drum & transfer station (leased) (Covered by separate Mexican Property Policy)	\$0
428	Recyclage Cote Nord	Rogeneau Landfill	Chutes-aux-Outardes		CAN	Landfill	\$0
429	Trimax	9440 - 60 Avenue	Edmonton	AB	CAN	Warehouse/office	\$5,946,960
430	Philip B.C.	1301 - 4th. St., Unit 7	Nisku	AB	CAN	Transfer Station for chemical waste (leased)	\$1,201,178
431	Intermetco	8835 Glenmore Trail SE. Site #1	Calgary	AB	CAN	Pipe storage	\$1,065,000
432	Philip B.C.	#6, 2235 30th Ave. NE	Calgary	AB	CAN	Sales Office (leased)	\$13,916
433	Philip B.C.	7483 Progress Way #9	Delta	BC	CAN	Transfer Station for chemical waste (leased)	\$3,518,334
434	Philip BC	4623 Byrne Road	Burnaby	BC	CAN	Drum transfer station chemical and rotary kiln incinerator (inactive) (leased)	\$1,656,004
435	Trimax	GVRD - 717 Eaton Way	New Westminste	BC	CAN	de-watering site	\$1,558,450
436	PASC	8577 Commerce Court	Burnaby	BC	CAN	Environmental Laboratory (leased) (Zenon)	\$1,188,516
437	Intermetco/Ca nada	Industrial Park	Scoudouc	NB	CAN	Office, warehouse, scrap yard, and production	\$3,195,000
438	Philip Atlante	Berry Mills Rd. (West Moreland Landfill)	Moncton	NB	CAN	Transfer Station for processing solid and liquid waste	\$2,050,554
439	Philip Atlantic	101 Ilsley Ave. #6	Dartmouth	NS	CAN	Office & Warehouse, demolition and contracting (leased) (incl. Aaurora)	\$ 1,617,306
440	PASC	5595 Fenwick St.	Halifax	NS	CAN	Environmental Laboratory (MDS)	\$1,420,000
441	Nortel	3609 Joseph Howe Dr.	Halifax	NS	CAN	Pre-sorting, baling & shipping to Barrie	\$487,060
442	Intermetco/Ca nada	519 Parkdale Ave	Hamilton	ON	CAN	Office & warehouse	\$31,595,000

Property No.	Division	Address	City	Pro. State	Country	Operations	Property Value in US Dollars
443	Alcan	240 Massey Rd.	Guelph	ON	CAN	Secondary aluminum smelting	\$29,314,480
444	Waxman	1579 Burlington St. East	Hamilton	ON	CAN	Cold process recycling of Ferrous and Non-Ferrous metals and plastics	\$16,016,890
445	Nortel	200 Brock St	Barrie	ON	CAN	Wire, Cable equip. recycling/recovery	\$14,938,400
446	Intermetco	519 Parkdale Ave	Hamilton	ON	CAN	Office, warehouse, scrap yard, and production	\$13,774,000
447	Hamilton	799-800 Parkdale Ave. N.	Hamilton	ON	CAN	Shredder operations	\$10,650,000
448	Delsan	345 Homer Ave.	Etobicoke	ON	CAN	Office and maintenance garage, demolition and resource recovery (leased)	\$9,217,930
449	Hamilton	52 Imperial St.	Hamilton	ON	CAN	Transfer Station for processing and recycling of hazardous and non-hazardous solid and liquid waste	\$8,806,550
450	Intermetco/Canada	595 Commissioners St.	Toronto	ON	CAN	Office, warehouse, scrap processing	\$8,733,000
451	Mill Services	1579 Burlington St. E	Hamilton	ON	CAN	Briquetting and roasting operation	\$8,626,500
452	IW&S	75 Windemere Rd.	Hamilton	ON	CAN	Steel Recycling (leased)	\$8,487,340
453	Ontario	55 Vulcan St.	Rexdale	ON	CAN	Industrial waste water treatment, oil treatment, sludge handling and stabilization	\$7,510,380
454	Hamilton	799 - 800 Parkdale Ave. N.	Hamilton	ON	CAN	Transfer Station for processing and recycling solid & liquid waste, hazardous and non-hazardous industrial waste	\$6,832,280
455	Waxman	75 Windemere Road	Hamilton	ON	CAN	Cold process recycling of Ferrous and Non-Ferrous metals and plastics (leased)	\$6,612,230
456	Waxman	500 Centennial Parkway North	Stoney Creek	ON	CAN	Cold process recycling of Ferrous and Non-Ferrous metals and plastics (leased)	\$5,598,350
457	PUMC	700 Woodward Ave.,	Hamilton	ON	CAN	Hamilton-Wentworth Water and Wastewater treatment facility -operating contract	\$5,353,400
458	Ontario	Snow Valley Road R.R. #3	Barrie	ON	CAN	Industrial waste collection transfer and disposal facility liquid and solid waste	\$4,189,000
459	Corporate	100 King St West	Hamilton	ON	CAN	Corporate Office (leased)	\$4,118,000
460	IW&S	670 Strathearne Ave. N.	Hamilton	ON	CAN	Tin and lead stripping, aluminum and steel bulking	\$3,928,785

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
461	Allwaste	415 Norwich Avenue	Woodstock	ON	CAN	Not operational	\$3,648,749
462	Intermetco/Canada	1683 Brampton St. E.	Hamilton	ON	CAN	Warehouse	\$3,322,800
463	Allwaste	344 Newkirk Road (Headquarters)	Richmond Hill	ON	CAN	Office/administration	\$3,114,535
464	Hamilton	62 Union St	Elmira	ON	CAN	Future development of solvent and paint recycling facility (leased to third party)	\$2,856,714
465	Taro	237 Brant St.	Hamilton	ON	CAN	Soil remediation, transfer station	\$2,769,000
466	Delsan	111 Ingram Drive	North York	ON	CAN	Soil remediation (low temperature thermal desorption) (not operating)	\$2,485,000
467	Ontario	4505 Fourth St.	Windsor	ON	CAN	Transfer Station (Lynx)	\$2,343,836
468	Taro	Green Mountain Rd.	Stoney Creek	ON	CAN	Landfill - industrial and commercial non-hazardous solid waste - full, not operating	\$2,255,500
469	Mill Services	Co-Steel/Lasco	Whitby	ON	CAN	On-site mill services	\$2,236,500
470	Corporate	651 Burlington St. East	Hamilton	ON	CAN	Offices and maintenance garage for transport operations (leased)	\$2,229,400
471	PASC	5735 McAdam Rd.	Mississauga	ON	CAN	Environmental Laboratory (leased)	\$2,188,170
472	Intermetco	425 Parkdale Ave. N.	Hamilton	ON	CAN	Leased to third party	\$2,130,000
473	PASC/US	5555 North Service Rd.	Burlington	ON	CAN	Environmental Laboratory (leased) (Zenon)	\$2,094,944
474	Republic	112 Adams Blvd	Brantford	ON	CAN	Industrial waste water treatment, oil treatment, sludge handling and stabilization	\$1,800,560
475	Cormar	430 Belgraden Ave.	Stoney Creek	ON	CAN	Vehicle maintenance, garage	\$1,789,200
476	PASC	6850 Goreway Dr.	Mississauga	ON	CAN	Environmental Laboratory (MDS)	\$1,633,000
477	Republic	1731 Petit Rd.	Fort Erie	ON	CAN	Transfer Station for processing and recycling of hazardous and non-haz solid and liquid waste	\$1,612,410
478	Intermetco/Canada	Industrial Road	Smithville	ON	CAN	Office & distribution garage	\$1,526,500
479	Cormar	47 Racine Road, Unit 7 & 8	Etobicoke	ON	CAN	Storage of Equipment	\$1,476,800

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
480	Ontario	29 Industrial Dr., R.R. #2	Caledonia	ON	CAN	Bulking and shipping of used oil, application of dust suppression materials	\$1,268,176
481	Allwaste	475 Southdown Road	Mississauga	ON	CAN	Container group - on site tank cleaning	\$1,264,940
482	Allwaste	1025 Degurse Drive	Sarnia	ON	CAN	Container group - on site tank cleaning	\$1,058,995
483	Ontario	19 Taber Road	Etobicoke	ON	CAN	Offices, parkng, vehicle repair, storage of loaded vehicles (A&A)	\$1,015,300
484	Ontario	6 Seapark Drive	St. Catharines	ON	CAN	Office and Warehouse (Chem-Serv)	\$950,011
485	Braemar	RR #1	York	ON	CAN	Land application of sludges to agricultural lands. Collection of organic waste and dry recyclables	\$936,742
486	Allwaste	2311 Royal Windsor Drive	Mississauga	ON	CAN	Container group - on site tank cleaning	\$803,391
487	Allwaste	7143 Mallard Line	Grand Pointe	ON	CAN	Parts surface refinishing facility	\$642,776
488	PASC	921 Leathorne St.	London	ON	CAN	Environmental Laboratory (MDS)	\$603,500
489	Thorburn Penny	400 Main St. East,	Milton	ON	CAN	Consulting Office (leased)	\$572,970
490	Intermetco	555 Parkdale Ave. & 28 Burland Cres.	Hamilton	ON	CAN	Leased to third party	\$568,000
491	Intermetco/Ca nada	54 Burland Avenue	Hamilton	ON	CAN	Steel processing, storage & office rented to Parkdale	\$568,000
492	Uniflo	600 Ferguson Ave. North	Hamilton	ON	CAN	Offices and Garage (leased) Sewer and waterline contractor	\$521,850
493	Hamilton	Stelco Hilton Works	Hamilton	ON	CAN	On site recycling of Iron Oxide and treatment of waste water (Euramca)	\$480,895
494	IW&S	80 Glow Ave.	Hamilton	ON	CAN	Garage (leased)	\$422,450
495	PUMC	Multiple Locations	Ontario	ON	CAN	Operating contracts Water and Wastewater	\$375,590
496	Thorburn Penny	2781 Lancaster Rd. Ste 301	Ottawa	ON	CAN	Consulting Office (leased)	\$316,660
497	Ontario	15 Towerline Place	London	ON	CAN	Office and Garage (Lynx)	\$297,852
498	Intermetco/Ca nada	1720-1740 Brampton St. E.	Hamilton	ON	CAN	Office & maintenance garage	\$205,900
499	Taro	33 Mud St. W.	Stoney Creek	ON	CAN	Residence	\$177,500

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
500	Other	1223 Confederation St.	Sarnia	ON	CAN	Maintenance Garage (non-operating)	\$177,500
501	Uniflo	67 Frid St.	Hamilton	ON	CAN	Office (leased), sewer and waterline contractor	\$177,500
502	Emergency Response	5555 South Service Rd.	Burlington	ON	CAN	Emergency Response Operations	\$152,650
503	Taro	49 Mud St. W.	Stoney Creek	ON	CAN	Residence	\$118,570
504	Ontario	2201 Janette Avenue	Windsor	ON	CAN	Vacant (Lynx)	\$111,451
505	Taro	4 Green Mtn. Rd	Stoney Creek	ON	CAN	Residence	\$106,500
506	Taro	37 Mud St. W.	Stoney Creek	ON	CAN	Residence	\$106,500
507	Taro	13 Mud St. W.	Stoney Creek	ON	CAN	Residence	\$92,300
508	Other	1374 Blackwell Rd.	Sarnia	ON	CAN	Residence	\$71,000
509	Taro	413 Hwy 20	Stoney Creek	ON	CAN	Residence	\$67,450
510	Cormar	1804 N. Naper Blvd	Stoney Creek	ON	CAN	Office	\$60,350
511	PUMC	135 King St. East	Dundas	ON	CAN	Hamilton-Wentworth Water and Wastewater treatment facility - operating contract	\$32,660
512	Taro	341 First Road West	Stoney Creek	ON	CAN	Landfill, industrial and commercial non- hazardous solid waste	\$22,720
513	PUMC	250 Main St. S.	Waterdown	ON	CAN	Hamilton-Wentworth Water and Wastewater treatment facility - operating contract	\$3,550
514	Corporate	2 First Canadian Place, Ste. 1720	Toronto	ON	CAN	Office (leased)	\$0
515	Hamilton	175 Stuart St.	Hamilton	ON	CAN	Unused Industrial Site	\$0
516	Hamilton	31 Industrial Dr.	Caledonia	ON	CAN	Vacant Land	\$0
517	Hamilton	417-421 Sherman Ave. North	Hamilton	ON	CAN	Parking Lot (Employee)	\$0
518	Hamilton	50 Imperial St	Hamilton	ON	CAN	Vacant Land	\$0
519	Hamilton	Lot 91 Twtnship of Woolwich	Waterloo	ON	CAN	Vacant Land	\$0
520	Hamilton	RR#2	Hagersville	ON	CAN	Vacant Land	\$0
521	Ontario	6299 Airport Rd. Ste. 403	Mississauga	ON	CAN	Vacant (MDS)	\$0
522	Taro	17 Mud St. W.	Stoney Creek	ON	CAN	Vacant Land	\$0
523	Taro	53 Mud St.	Stoney Creek	ON	CAN	Vacant Land	\$0
524	Taro	3 Green Mountain Rd.	Stoney Creek	ON	CAN	Vacant Land	\$0
525	Taro	297/363 Hwy. #20	Stoney Creek	ON	CAN	Vacant Land	\$0

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
526	Taro	272 First Rd. W.	Stoney Creek	ON	CAN	Vacant Land	\$0
527	Taro	188 Mud St. W.	Stoney Creek	ON	CAN	Vacant Land	\$0
528	Taro	4 Green Mtn. Rd	Stoney Creek	ON	CAN	Vacant Land	\$0
529	Taro	39 Mud St.	Stoney Creek	ON	CAN	Vacant Land	\$0
530	Taro	43 Mud St.	Stoney Creek	ON	CAN	Vacant Land	\$0
531	Taro	222 First Rd. W.	Stoney Creek	ON	CAN	Vacant Land	\$0
532	Taro	Hwy #20 south	Stoney Creek	ON	CAN	Vacant Land	\$0
533	Taro	Green Mountain Rd	Stoney Creek	ON	CAN	Vacant Land	\$0
534	Intermetco	42 Burland Crescent	Hamilton	ON	CAN	Vacant land	\$0
535	IW&S	625 Parkdale Ave. N.	Hamilton	ON	CAN	Vacant land (leased)	\$0
536	Hamilton	411 Glendale Ave.-Unit #1C	St. Catharines	ON	CAN	Garage and maintenance	\$0
537	ServTech/US	402 Barclay Circle	Oakville	ON	CAN	Office & storage of maintenance equipment	\$0
538	Intermetco/Ca nada	1975 J.M. Langlois St.	LaPrairie	QC	CAN	Office, warehouse, scrap yard and production	\$13,277,000
539	Philip Quebec	11455-11475 Ontario East	Montreal	QC	CAN	Transfer Station for chemical waste and wastewater treatment	\$8,396,846
540	Recyclage Cote Nord	695, rue Dutord	Becancour	QC	CAN	Secondary aluminum smelting facility	\$5,331,626
541	Intermetco/Ca nada	C.P. 1666 Boul. Henri Bourassa	Port de Quebec	QC	CAN	Office, scrap yard production	\$4,047,000
542	Recyclage Cote Nord	128 Boul. Comeau	Baie-Comeau	QC	CAN	Secondary aluminum smelting facility	\$3,898,374
543	CNA	3805 Blvd. Lite & 4025 Leman Blvd.E.	Laval	QC	CAN	Office and maintenance facility, sewer and waterline contractor	\$3,537,930
544	Philip Quebec	1705 3rd Ave.	Pte. Aux Trembles	QC	CAN	Office and Garage (leased)	\$3,463,169
545	Philip B.C.	1995 Fay	Jonquiere	QC	CAN	Transfer Station for chemical waste	\$1,108,906
546	Philip Quebec	1900 Sidbec St. Ouest	Trois Rivieres	QC	CAN	Office and Garage (leased)	\$898,385
547	PASC	10390 Louis H. LaFontaine	Anjou	QC	CAN	Environmental Laboratory (leased) (Zenon)	\$735,302
548	Philip Quebec	650 Ave. Simard,	Alma	QC	CAN	Office and Garage (leased)	\$284,000
549	Recyclage Cote Nord	2 ave. Maisonneuve	Baie Comeau	QC	CAN	Storage Facility	\$248,500
550	Philip Quebec	1010 Bl. Cadieux	Valleyfield	QC	CAN	Office and Garage (leased)	\$228,563

Property No.	Division	Address	City	Pro/State	Country	Operations	Property Value in US Dollars
551	Philip Quebec	11655 Bl Metropolitain E.	Montreal	QC	CAN	Storage (leased)	\$221,256
552	Corporate	100 Alexis Nihon, Ste. 280	Saint Laurent	QC	CAN	Office (leased)	\$166,850
553	Other	636 Rang du Ruisseau Nord	St. Mathieu de Beloeil	QC	CAN	Landfill (non-operating)	\$53,960
554	Other	1422 Principale	St. Amable	QC	CAN	Residence	\$42,600
555	Intermetco/Canada	Section #52	Port de Quebec	QC	CAN	Garage	\$35,500
556	Other	St. Amable	St. Amable	QC	CAN	Landfill (non-operating)	\$0
557	Recyclage D'Aluminum	Louis Riel Ave.	Becancour	QC	CAN	Landfill for residue from aluminum dross smelting	\$0
558	Recyclage D'Aluminum	Sept-Isles	Sept Isles	QC	CAN	Landfill for residue from aluminum dross smelting	\$0
559	Allwaste	Chrysler Plant	Graz	Austria	Austria		\$334,768
		TOTAL					\$1,313,862,896

**ANNEX C to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.
SCHEDULE OF TRADE AND FICTITIOUS NAMES**

VAC-N-JET

ALLWASTE ENVIRONMENTAL SERVICES

ALLWASTE & DESIGN

ALLWASTE RECOVERY SYSTEMS

ARS

ALLWASTE CONTAINER SERVICES

WE DEAL IN SOLUTIONS

CAR DESIGN

ACE/ALLWASTE ENVIRONMENTAL SERVICES OF INDIANA

ALL SAFETY AND SUPPLY

ALLWASTE ACCESS SERVICES

ALLWASTE OF CANADA

ALLWASTE ENVIRONMENTAL SERVICES OF DENVER

ALLWASTE ENVIRONMENTAL SERVICES OF LOUISIANA

POCO ENVIRONMENTAL SERVICES

ROUSSEL ENVIRONMENTAL SERVICES

ALLWASTE ENVIRONMENTAL SERVICES OF OHIO

ALLWASTE ENVIRONMENTAL SERVICES OF OKLAHOMA

ALLWASTE ENVIRONMENTAL SERVICES OF TEXAS

ALLWASTE DREDGING SERVICES

ALLWASTE PLANT ACCESS SERVICES

ALLWASTE SERVICES OF TYLER

ALLWASTE SCAFFOLD SERVICES

J. KING

ALLWASTE ENVIRONMENTAL SERVICES/CENTRAL FLORIDA

ALLWASTE ENVIRONMENTAL SERVICES/DELAWARE VALLEY

ALLWASTE ENVIRONMENTAL SERVICES/NORTH ATLANTIC

ALLWASTE ENVIRONMENTAL SERVICES/NORTH CENTRAL

ENVIRONMENTAL & INDUSTRIAL SERVICES

EIS MAINTENANCE

ALLWASTE ENVIRONMENTAL SERVICES/WEST COAST
CLEANING & PUMPING SPECIALISTS

CPS-ALLWASTE

ALLWASTE OF NORTHERN CALIFORNIA

ALLWASTE OF SOUTHERN CALIFORNIA

WESTERN/ALLWASTE

ALLWASTE PROCESSING & SERVICES

ALLWASTE FIELD SERVICES OF ATLANTA

ALLWASTE SERVICES OF SOUTH GEORGIA

ALLWASTE/CARTERSVILLE

DEEP SOUTH INDUSTRIAL CLEANING

ALLWASTE HOLDINGS

ALLWASTE INTERMOUNTAIN PLANT SERVICES

ALLWASTE OF HAWAII

SMITHSERVICE HAWAII

ALLWASTE/NAL

ALLWASTE OILFIELD SERVICES

ALLWASTE RAILCAR CLEANING

ALLWASTE RECOVERY SYSTEMS OF DALLAS

ALLWASTE RECOVERY SYSTEMS OF DENVER

ALLWASTE RECOVERY SYSTEMS OF BATON ROUGE

ALLWASTE SERVICES OF ATLANTA

ALLWASTE SERVICES OF BIRMINGHAM

ALLWASTE SERVICES OF DECATUR

ALLWASTE SERVICES OF CHARLOTTE

ALLWASTE SERVICES OF MEMPHIS

ALLWASTE SERVICES OF MOBILE

ALLWASTE SERVICIOS INDUSTRIALES DE CONTROL ECOLOGICO S.A.
DE C.V.

ALLWASTE TANK CLEANING

ALLWASTE CONTAINER SERVICES

ALLWASTE TANK SERVICES

ECONO CLEAN
ALLWASTE TANK SERVICES S.A. DE C.V.
ALLWASTE TRANSPORTATION AND REMEDIATION
ALLWASTE/WHITTING
BEC/ALLWASTE
BROWN/WILLIAMS CONSTRUCTION
BRYSON ENVIRONMENTAL SERVICES
CALIGO
CALIGO DE MEXICO, S.A. DE C.V.
CALIGO REINGUNGSGES
CALIGO
CLEAN AMERICA
CPC HEAT EXCHANGER SERVICES
ENVIROGANICS
ENVIRO JET SYSTEMS
GRS/LAKE CHARLES
GEORGIA RECOVERY SYSTEMS
HONEY-BEE SANITATION
INDUSTRIAL CONSTRUCTION SERVICES
INDUSTRIAL POND SERVICES
CALIGO RECLAMATION
JAMES & LUTHER SERVICES
J.D. MEAGHER
JESCO INDUSTRIAL SERVICES
MADSEN/BARR-ALLWASTE
OIL RECYCLING
ROBERTSON PUMPING SERVICE
ROUSSEL RENTAL EQUIPMENT
SOUTHERN SCAFFOLD
THOMPSON ENVIRONMENTAL MANAGEMENT
VAC-N-JET ENVIRONMENTAL
WESTERN HYDRO VAC

Y.E.S. SERVICES

YENTER ENVIRONMENTAL SERVICES

SAILVIEW VENTURES

ALLWASTE POWER PLANT SERVICES

ALLWASTE ENVIRONMENTAL SERVICES/CHESAPEAKE

ALLWASTE SERVICES OF WINDSOR

ALLWASTE SERVICES OF LONDON

ALLWASTE SERVICES OF SARNIA

ALLWASTE ENVIRONMENTAL SERVICES OF PINE BLUFF

ALLBLAST

ALLWASTE SERVICES OF CARTERSVILLE

ALLWASTE SERVICES OF SOUTH GEORGIA

ROUSSEL ENVIRONMENTAL SERVICES, INC.

ALLWASTE ENVIRONMENTAL SERVICES OF PINE BLUFF, INC.

ALLWASTE SCAFFOLD SERVICES

ALLWASTE/NORTH AMERICAN LOCATING, INC.

770950 ONTARIO LIMITED

INSIGHTS

**ANNEX D to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.
LIST OF MARKS**

UNITED STATES

Name of Chargor	Trademark	Appln. No.	Regn. No.	Regn Date
Plasma Processing Corporation	PPC		1,905,997	Jul. 18/95
Plasma Processing Corporation	PCC & Design		1,915,498	Aug. 29/95
Plasma Processing Corporation	PLASMAL		1,999,706	Sept. 10/96
Fenwick Laboratories Limited	RCap		1,862,857	Nov. 15/94
Connell Limited Partnership (Luria)	CLIPRESS		1,442,758	Jun. 16/87
Cousins Waste Control Corporation	PINE SAP EMULSION	74/729,317		
Cousins Waste Control Corporation	COUSINS PINE SAP EMULSION PRODUCT		2,064,524	
Cousins Waste Control Corporation	COUSINS CHEM TARP		1,997,201	Aug. 27/96
Cousins Waste Control Corporation	CHEM TARP		1,997,202	Aug. 27/96
Cousins Waste Control Corporation	CUSCAN		1,616,968	Oct. 2/90
ALRC, Inc.	ALLWASTE		1,541,886	May 30/89
ALRC, Inc.	ALLWASTE & DESIGN		1,549,498	Jul. 25/89

Name of Chargor	Trademark	Appln. No.	Regn. No.	Regn Date
ALRC, Inc.	DEDICATED TO ENVIRONMENTAL EXCELLENCE		1,714,748	Sept. 8/92
ALRC, Inc.	ALLIES		2,016,990	Nov. 19/96
ALRC, Inc.	ALLTEQ	75/101,457		
ALRC, Inc.	ALLWASTE, INC.	75/057,152		
ALRC, Inc.	ALLQUEST	75/101,455		
ALRC, Inc.	INTELLIGENT PIPELINE	75/101,456		
ALRC, Inc.	HYDROCARBON SHEARING	75/319,395		
ALRC, Inc.	COSOURCING	75/319,394		
ALRC, Inc.	PROTEQ	75/319,396		
Philip ST, Inc.	FAST CLEAN		1,846,982	Jul. 26/94
Philip ST, Inc.	FAST DRAW		1,416,207	Nov. 4/86
Philip ST, Inc.	FAST DRAW & DESIGN		1,415,287	Oct. 28/86
Philip ST, Inc.	LIFE GUARD		1,883,110	Mar. 7/95
Philip ST, Inc.	WELDSMART		1,994,140	Aug. 13/96
Philip ST, Inc.	PERFORMANCE PRICING	74/680,500		
Philip ST, Inc.	FUELSMART		1,981,159	Jun. 18/96
Philip ST, Inc.	FUELSMART	74/704,948		
Chemisolv, Inc.	MASTIFF	75/034,635		
Chemisolv, Inc.	NUTRISOLV	75/034,537		
Rho-Chem Corporation	RHO-TRI		1,097,802	Aug. 1/78
Rho-Chem Corporation	RHO-TRON TPC		1,187,306	Jan. 26/82
Rho-Chem Corporation	RHO-CHEM		1,194,949	

Name of Chargor	Trademark	Appln. No.	Regn. No.	Regn Date
Rho-Chem Corporation	RHO-SOLV 703		1,196,575	Jun. 1/82
Rho-Chem Corporation	RHO-PERC		1,211,169	
Nortru, Inc.	EPOC		1,825,675	Mar. 8/94
(Licensed from) Zenon Environmental Inc.	ZENON		1,467,004	Dec. 1/87
(Licensed from) Zenon Environmental Inc.	ZENON Design		1,574,426	Jan. 2/90

CANADA

Name of Chargor	Trade-mark	Appln. No.	Regn. No.	Regn. Date
Plasma Processing Corporation	PPC		432,275	Aug. 26/94
Plasma Processing Corporation	PPC & DESIGN		445,915	Aug. 11/95
Connell Limited Partnership (Luria)	CLIPRESS		389,951	Nov. 8/91
Philip Industrial Services Group, Inc.	ALLWASTE & Design		379,195	Feb. 1/91
(Licensed from) Zenon Environmental Inc.	ZENON		293,134	Jul. 2/84
(Licensed from) Zenon Environmental Inc.	ZENON Logo		291,234	May 25/84

**ANNEX E to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.**

LIST OF PATENTS AND APPLICATIONS

UNITED STATES

Name of Chargor	Patent	Appln. No.	Patent No.	Issue Date
Plasma Processing Corporation	Process For Recovery of Free Aluminum from Aluminum Dross or Aluminum Scrap using Plasma Energy		4,877,448	Oct. 31/89
Plasma Processing Corporation	Recovery of Free Aluminum from Aluminum Dross Using Plasma Energy Without Use of a Salt Flux		4,997,476	Mar. 5/91
Plasma Processing Corporation	Furnace-Plasma Arc Torch-Supervisory Control System For Recovery of Free Aluminum from Aluminum Dross		5,030,273	Jul. 9/91
Plasma Processing Corporation	Process For Recovery of Free Aluminum from Aluminum Dross or Aluminum Scrap Using Plasma Energy at High Enthalpy		5,203,908	Apr. 20/93
Plasma Processing Corporation	Process for Recovery of Free Aluminum from Aluminum Dross or Aluminum Scrap Using Plasma Energy With Oxygen Second Stage Treatment		5,308,375	May 3/94
Plasma Processing Corporation	Process for Recovery of Free Aluminum From Aluminum Dross or Aluminum Scrap Using Plasma Energy with Second Stage Treatment		5,447,548	Sept. 5/95

Name of Chargor	Patent	Appln. No.	Patent No.	Issue Date
Plasma Processing Corporation	Reactive Non-Metallic Product Recovered From Dross	07/902,025		
Plasma Processing Corporation	Process for Treatment of Reactive Fines	08/436,618		
Potters Industries, Inc. & Philip Metals (New York), Inc.	Method of Hazardous Waste Removal and Neutralization		5,022,897	Jun. 11/91
Connell Limited Partnership (Luria)	Process and Apparatus For Flattering Sheet Gauge Metal Scrap		4,739,641	Apr. 26/88
Nortru, Inc.	Composition for the Treatment of Overspray in Paint Spray Booths		5,200,104	Apr. 6/93
Nortru, Inc.	Composition for the Treatment of Overspray in Paint Spray Booths Containing Secondary Alcohol Esters and Surfcants		5,198,143	Mar. 30/93
Nortru, Inc.	Process for Reclamation and Treatment of Paint Overspray Treatment Compositions		5,254,256	Oct. 19/93
Nortru, Inc.	Composition for the Treatment of Overspray in Paint Spray Booths Containing Secondary Alcohol Esters		5,397,496	Mar. 14/95
Nortru, Inc.	Improved Composition for the Paint Spray Treatment Using Secondary Alcohol Esters in Water	08/130,106		

Name of Chorgor	Patent	Appln. No.	Patent No.	Issue Date
Nortru, Inc.	Method for Disposing of Hazardous Waste Material While Producing a Reusable By-Product		4,964,914	Oct. 23/90
Nortru, Inc.	Transportable Processing Unit Capable of Receiving Various Chemical Materials to Produce an Essentially Homogeneous Admixture Thereof		5,328,105	Jul 12/94
Nortru, Inc.	Method for Recovering a Volatile Organic Component of Solvent-in-Water Emulsion Derived from Paint Overspray Treatment and Capture Systems	08/648,589		
Nortru, Inc.	Method for Recovering A Volatile Organic Material Consisting Essentially of Carbonyl Compunds from Solvent-in-Water Emulsion Derived from Paint Overspray Treatment and Capture Systems	08/648,588		
Recra Environmental, Inc.	Computer System and Method for Waste Accounting, Reduction and Evaluation		5,532,928	Jul. 2/96
APLC, Inc.	Method For Removing Accumulated Ash From Precipitators		5,187,903	Feb. 23/93
APLC, Inc.	Encapsulation Method For The Containment of Waste and Salvageable Products		5,183,086	Feb. 2/93
APLC, Inc.	Vehicle For Cleaning Intermediate Bulk Containers		5,137,043	Aug. 11/92

Name of Chagor	Patent	Appln. No.	Patent No.	Issue Date
APLC, Inc.	Air Logic Controller and Metering Pump Unit For an Apparatus for Transferring, Pumping and Metering Liquid Chemicals		4,475,665	Oct. 9/84
APLC, Inc.	Method For Cleaning Intermediate Bulk Containers on a Mobile Vehicle		5,286,302	Feb. 15/94
APLC, Inc	Liquid Filter System and Apparatus	08/280,365		
APLC, Inc.	Improved Truck Grounding System	(filed Apr.8/97)		
APLC, Inc.	System and Process for in Tank Treatment of Crude oil Sludges to Recover Hydrocarbons and Aid in Materials Separation	08/885,108		
(Licensed from) Envirocorp	Antifreeze Purification		5,474,684	
Philip ST, Inc.	Aerial Bundle Puller		4,869,638	Sept. 26/89
Philip ST, Inc.	Multi-Lance Tube Bundle Cleaner		4,856,545	Aug. 15/89
Philip ST, Inc.	Tank Cleaning, Water Washing Robot		4,817,653	Apr. 4/89
Philip ST, Inc.	Mobile Articulatable Tube Bundle Cleaner		4,805,653	Feb. 21/89
Philip ST, Inc.	Tube Bundle Pulling Apparatus		4,666,365	May 19/87
Philip ST, Inc.	Truck Mounted Tube Bundle Pulling Apparatus		4,575,305	Mar. 11/86

Name of Chargor	Patent	Appln. No.	Patent No.	Issue Date
Philip ST, Inc.	Apparatus and Method for Computerized Interactive Control, Measurement and Documentation of Arc Welding	476,780		
Philip ST, Inc.	Method for Removing Hazardous Gases from Enclosed Structures	584,619		
Philip ST, Inc.	Mobile Apparatus for Removing Hazardous Gases from Enclosed Structures	584,891		
Philip ST, Inc.	Method for Dispersion of Sludge and for Preparing a Circulator for Dispensing Sludge		5,542,984	Aug. 6/96
Philip ST, Inc.	Remotely Controlled Chopping Machine for Tank Cleaning		5,485,966	Jan. 23/96
Philip ST, Inc.	Apparatus for Dispension of Sludge in a Crude Oil Stoorage Tank		5,460,331	Oct. 24/95
Philip ST, Inc.	Method for Quick Turnaround of Hydrocarbon Processing Units		5,425,814	Jun. 20/95
Philip ST, Inc.	Street Legal, Mobile Truck Mounted Tube Bundle Pulling Apparatus		5,403,145	Apr. 4/95
Philip ST, Inc.	Decontamination of Hydrocarbon Process Equipment		5,389,156	Feb. 14/95
Philip ST, Inc.	Process for Vessel Decontamination		5,356,482	Oct. 12/94
Philip ST, Inc.	Vertical Tube Bundle Cleaner		5,261,600	Nov. 16/93

Name of Chargor	Patent	Appln. No.	Patent No.	Issue Date
Philip ST, Inc.	Method and Apparatus for In-Line Blending of Aqueous Emulsion		5,173,007	Dec. 22/92
Philip ST, Inc.	Method for Dispensing Sediment Contained in a Storage Tank		5,091,016	Feb. 25/92
Philip ST, Inc.	Aerial Bundle Puller		5,032,054	Jul. 16/91
Philip ST, Inc.	Hydrocarbon Reclaimer System		4,954,267	Sept. 4/90
Philip ST, Inc.	Liquid Circulator Useful for Dispensing Sediment Contained in a Storage Tank		4,945,933	Aug. 7/90
Burlington Environmental Inc.	Methods and Compositions for Removing Polychlorinated Biphenyls From a Contaminated Surface		5,122,194	Jun. 16/92
Burlington Environmental Inc.	Compositions for Removing Polychlorinated Biphenyls From a Contaminated Surface		5,269,968	Dec. 14/93
Chemisolv, Inc.	Improvements in or Relating to Deinking Paper	08/535,206		
Chemisolv, Inc.	Improvements in or Relating to Deinking Paper	08/548,543		

CANADA

Name of Chargor	Patent	Appln. No.	Patent No.	Issue Date
Plasma Processing Corporation	Process for Recovery of Free Aluminum from Aluminum Dross or Aluminum Scrap Using Plasma Energy		1,310,498	Nov. 24/92

Name of Chorgor	Patent	Appln. No.	Patent No.	Issue Date
Plasma Processing Corporation	Recovery of Free Aluminum from Aluminum Dross Using Plasma Energy Without Use of a Salt Flux	614,998		
Plasma Processing Corporation	Furnace-Plasma Arc Torch-Supervisory Control System For Recovery of Free Aluminum from Aluminum Dross	614,997		
Plasma Processing Corporation	Process For Recovery of Free Aluminum from Aluminum Dross or Aluminum Scrap Using Plasma Energy at High Enthalpy	2,090,575		
Plasma Processing Corporation	Process For Recovery of Free Aluminum from Aluminum Dross or Aluminum Scrap Using Plasma Energy With Oxygen Second Stage Treatment	2,098,695		
Plasma Processing Corporation	Reactive Non-Metallic Product Recovered From Dross	2,098,776		
Plasma Processing Corporation	Process for Treatment of Reactive Fines	2,175,624		
Connell Limited Partnership (Luria)	Process and Apparatus For Flattening Sheet Gauge Metal Scrap		1,274,415	Sept. 25/90
Nortru, Inc.	Transportable Processing Unit	2,072,333		
Nortru, Inc.	Composition for the Treatment of Overspray in Paint Spray Booths	2,082,377		

Name of Chargor	Patent	Appln. No.	Patent No.	Issue Date
Recra Environmental, Inc.	Computer System and Method for Waste Accounting, Reduction and Evaluation	2,143,906		
Allwaste Tank Cleaning, Inc.	Vehicle For Cleaning Intermediate Bulk Containers	2,061,961		

**ANNEX F to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.
LIST OF COPYRIGHTS AND APPLICATIONS**

UNITED STATES

Name of Chargor	Title	Copyright No.	Publication Date
APLC, Inc.	Hydroblasting Safety and Orientation	PAU2-043-992	Oct. 30/95

CANADA

- NIL -

ANNEX G to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [Name of Chargor], a _____ corporation (the "**Chargor**") with principal offices at _____, hereby assigns and grants to Canadian Imperial Bank of Commerce, as Security Agent, with principal offices at Commerce Court West, 7th Floor, Toronto, Ontario, M5L 1A2 (the "**Assignee**"), a security interest in (i) all of the Chargor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of the Chargor's rights, title and interest in and to the United States patents and patent applications (the "**Patents**") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Liabilities of the Chargor, as such term is defined in the Security Agreement among the Chargor, the other assignors from time to time party thereto and the Assignee, dated as of March 16, 1998 (as amended from time to time, the "**Security Agreement**").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated

herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the ____ day of _____, 199__.

[NAME OF CHARGOR], Chargor

by: _____
name:
title:

**CANADIAN IMPERIAL BANK OF
COMMERCE,** as Security Agent,
Assignee

by: _____
name:
title:

STATE OF NEW YORK

)

) ss.:

COUNTY OF NEW YORK)

On this ____ day of _____, 199_, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that [s]he is
_____ of [Name of Chargor], that [s]he is authorized to execute the foregoing
Assignment on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of _____, 199_, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that [s]he is
_____ of Canadian Imperial Bank of Commerce, that [s]he is authorized to
execute the foregoing Assignment on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.

Notary Public

SCHEDULE A

MARK

REG. NO.

REG. DATE

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

ANNEX H to
U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES COPYRIGHTS

WHEREAS, [Name of Chargor], a _____ corporation (the "Chargor"), having its chief executive office at _____, _____, is the owner of all right, title and interest in and to the United States copyrights and associated United States copyright registrations and applications for registration set forth in Schedule A attached hereto;

WHEREAS, CANADIAN IMPERIAL BANK OF COMMERCE, as Security Agent, having its principal offices at Commerce Court West, 7th Floor, Toronto, Ontario, M5L 1A2 (the "Assignee"), desires to acquire a security interest in said copyrights and copyright registrations and applications therefor; and

WHEREAS, the Chargor is willing to assign to the Assignee, and to grant to the Assignee a security interest in and lien upon the copyrights and copyright registrations and applications therefor described above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of March 16, 1998, made by the Chargor, the other assignors from time to time party thereto and the Assignee (as amended from time to time, the "Security Agreement"), the Chargor hereby assigns to the Assignee, and grants to the Assignee a security interest in the copyrights and copyright registrations and applications therefor set forth in Schedule A attached hereto.

This Assignment is made to secure the satisfactory performance and payment of all the Liabilities (as defined in the Security Agreement) of the Chargor. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction and upon the request and at the expense of the Chargor, promptly execute, acknowledge and deliver to the Chargor an instrument in writing releasing the security interest in the Copyrights acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Executed at Toronto, Ontario, the ____ day of _____, 199__.

[NAME OF CHARGOR]

by: _____
name:
title:

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Security Agent**

by: _____
name:
title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this __ day of _____, 199_, before me personally came _____
_____, who being duly sworn, did depose and say that [s]he is
_____ of [Name of Chargor], that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.

Notary Public

SCHEDULE A

U.S. COPYRIGHTS

REGISTRATION
NUMBERS

PUBLICATION
DATE

COPYRIGHT TITLE

**ANNEX I TO U.S. SECURITY AGREEMENT
FROM SUBSIDIARIES OF PHILIP SERVICES CORP.**

**SUPPLEMENT NO. __
TO
U.S. SECURITY AGREEMENT**

This Supplement is made as of _____, ____ in favour of Canadian Imperial Bank of Commerce, as Security Agent.

WHEREAS:

A. Reference is made to (i) the guarantee dated as of March 16, 1998 from certain Persons in favour of the Security Agent, under which such Persons have guaranteed to the Security Agent for the benefit of the Secured Party Beneficiaries the due payment and performance by each of Philip Services Corp., Philip Services (Delaware), Inc. and the Confirmed Debtors of all of the present and future debts, obligations and liabilities of such Persons more specifically referred to therein, as such guarantee may from time to time be supplemented, amended, restated, consolidated or replaced (including any supplement pursuant to which any additional Person has become a guarantor under such guarantee and any confirmation under which any additional Person has become a Secured Party Beneficiary under such guarantee or any additional Person has become a Confirmed Debtor under such guarantee or one or more additional documents have been guaranteed under such guarantee) and each other Guarantee (as defined in the Security Agency Agreement) (collectively the "**Philip Guarantee**") and (ii) the U.S. Security Agreement dated as of March 16, 1998 from certain guarantors under the Philip Guarantee in favour of the Security Agent for the benefit of the Secured Party Beneficiaries (the "**Security Agreement**").

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement including the definitions of terms incorporated in the Security Agreement by reference to other agreements.

C. Section 10.11 of the Security Agreement provides that additional Persons who have become guarantors under the Philip Guarantee may from time to time after the date of the Security Agreement become Chargors under the Security Agreement by executing and delivering to the Security Agent a supplemental agreement to the Security Agreement in the form of this Supplement.

D. Each of the undersigned (each a "**New Chargors**") has become a guarantor under the Philip Guarantee and a condition to the Secured Party Beneficiaries continuing to make certain financial accommodation available to Philip and Philip U.S. under the Guaranteed Credit

Documents is that each of the undersigned become a Chargor under the Security Agreement by executing and delivering this Supplement to the Security Agent.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged by each of the New Chargors, each of the New Chargors covenants and agrees with the Security Agent for the benefit of the Secured Party Beneficiaries as follows:

1. Each of the New Chargors has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Security Agent pursuant to Section 10.11 of the Security Agreement.

2. Effective from and after the date this Supplement is executed and delivered to the Security Agent by any one of the New Chargors (and irrespective of whether this Supplement has been executed and delivered by any other Person):

- (a) such New Chargor shall be, and shall be deemed for all purposes to be, a Chargor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and security interests, as if such New Chargor had been an original signatory to the Security Agreement as a Chargor; and
- (b) all Collateral of such New Chargor shall be, and shall be deemed for all purposes to be, 'Collateral' of such New Chargor for the purposes of the Security Agreement and subject to security interests from such New Chargor in accordance with the provisions of the Security Agreement as security for the due payment and performance of the Liabilities of such New Chargor Person in accordance with the provisions of the Security Agreement.

In furtherance of the foregoing each New Chargor, as security for the payment and performance of the Liabilities (including the payment of any such Liabilities that would become due but for any automatic stay under the provisions of the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or any analogous provisions of any other applicable law in Canada, the United States of America or any other jurisdiction) of such New Chargor charges and assigns to the Security Agent, and grants to the Security Agent a continuing security interest in, the Collateral of such New Chargor. Each reference to a Chargor in the Security Agreement shall be deemed to include each New Chargor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

3. Each of the New Chargors represents and warrants with respect to itself to the Security Agent and the Secured Party Beneficiaries that (a) this Supplement has been duly authorized, executed and delivered by such Chargor and constitutes a legal, valid and binding obligation of such Chargor enforceable against such Chargor in accordance with its terms, and (b) each of the representations and warranties made or deemed to have been made by it under the Security Agreement as a Chargor are true and correct on the date of this Supplement.

4. Each New Chargor's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the address specified in Schedule A to this Supplement, and its full legal name, and any other name under which it conducts its business, is specified on the signature page of this Supplement. The location of all other places where such New Chargor presently carries on business or keeps tangible Personal Property and the location of all jurisdictions in which such New Chargor's account debtors are located, and the location of all real property in which such New Chargor has any right, title and interest are set out in Schedule B to this Supplement. All material Marks, Patents and Copyrights in which each New Chargor has any right, title or interest (and the nature of such right, title or interest), and all rights of such New Chargor to the use of any material Marks, Patents and Copyrights, are described in Schedule C to this Supplement.

5. Upon this Supplement bearing the signature of any of Person claiming to have authority to bind any New Chargor coming into the possession of the Security Agent, and irrespective of whether this Supplement has been executed by any other New Chargor, this Supplement and the Security Agreement will be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, such New Chargor free from any promise or condition affecting or limiting the liabilities of such New Chargor and such New Chargor shall be, and shall be deemed for all purposes to be, a Chargor under the Security Agreement. No statement, representation, agreement or promise by any officer, employee or agent of the Security Agent or any Secured Party Beneficiary, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced any of any New Chargor to enter into this Supplement and the Security Agreement or in any way affects any of the agreements, obligations or liabilities of any of the New Chargors under the Security Agreement.

6. This Supplement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Supplement. Delivery of an executed signature page to this Supplement by any New Chargor by facsimile transmission shall be as effective as delivery of a manually executed copy of such signature page to this Supplement by such New Chargor.

7. This Supplement is a contract made under, and will for all purposes be governed by and interpreted and enforced according to, the laws of the State of New York excluding any conflict of laws rule or principle which might refer these matters to the laws of another jurisdiction.

8. This Supplement and the Security Agreement shall be binding upon each of the New Chargors and the successors of each of the New Chargors. None of the New Chargors shall assign its rights and obligations under this Supplement or the Security Agreement or any interest in this Supplement or the Security Agreement without the prior written consent of the Security Agent.

IN WITNESS OF WHICH this Supplement has been duly executed and delivered by each of the New Chargors as of the date indicated on the first page of this Supplement.

by: _____
name: _____
title: _____

by: _____
name: _____
title: _____

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

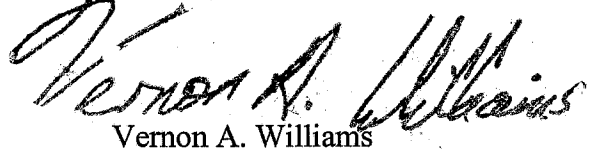
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 11/17/98 at 11:45AM , and

assigned recordation number(s). 21788 , 21576- B and 21576-C.

Sincerely Yours,


Vernon A. Williams

Enclosure(s)

78.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature

